

EXHIBIT 1

to

PLAINTIFFS' RESPONSE TO WEXFORD HEALTH SOURCES,
INC.'S MOTION FOR RECONSIDERATION (Dkt. 666)

filed under seal

ATTORNEY EYES ONLY

RTP#5_ESI 0455475

Meeks, Steven

From: Meeks, Steven </O=STATE OF ILLINOIS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C66DA87C88E249158DE01B764545FA59-STEVEN>
Sent: Wednesday, February 8, 2017 3:17 PM
To: Dempsey, Michael C.; Moss, Lisa; Ssenfuma, Joseph; Hobrock, Cindy; Prather, Lisa
Subject: FW: Medical RFP
Attachments: Comprehensive Medical and Mental Health Services RFP.DOCX; IL DOC Vendor Questions 2.2.17 (2).docx
Importance: High

Steve L. Meeks, MD

IDOC Agency Medical Director

JRTC

312-814-5020 (Office)

217-720-1012 (Cell)

From: Butler, Kimberly S.
Sent: Thursday, February 02, 2017 4:15 PM
To: Brunk, Jared; Meeks, Steven; Dempsey, Michael C.; Hinton, Melvin; Hugo, Kim; Ananda, Vivek; Hugo, Kim; Williams-Schafer, Alyssa; Shipinski, Sharon; Marcy, Darrell
Subject: Medical RFP
Importance: High

All,

I have attached a very extensive list of questions received today from one of our bidding vendors. Many of these questions were answered in 2016. If the answer remains the same please use the same response that was used at that time. However, if the answer has changed our response must be updated. I have completed some of the questions in red font. I would ask that you follow this same format. I also tried to assign people to the questions that I felt would be best answered by them.. I realize that on many questions you will have to consult with others, and many questions may overlap into someone else's area of expertise. In those cases please work with each other to get the best possible answer. These question will be due back to me on the 20th of this month and will be posted on the 24th. We will need a few days to review prior to posting. Also attached is a copy of the posted RFP.

Sorry for the late notice, but they literally came in today.

Kimberly Butler

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RTP#5_ESI 0455476

Chief of Programs

2309 W. Main St. Suite 128

Marion, IL 62959

618-993-6692 ext. 266

217-558-2200 ext. 5006

.BUTLER@doc.illinois.gov

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STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department of Corrections
Comprehensive Medical and Mental Health Services

The Illinois Department of Corrections ("IDOC") requests proposals from responsible entities (each, an "Offeror") to meet its needs. A brief description of this request for proposal (this "RFP") is set forth below for Offeror's convenience, with detailed requirements in subsequent sections of this RFP. IDOC encourages and welcomes each Offeror that is interested and able to meet these requirements to submit an Offer in accordance with the terms and conditions of this RFP. Capitalized terms used but not otherwise defined herein have the meanings set forth in Section 3, Part H.

Brief Description:

The Offeror selected by IDOC (the "Vendor") will provide Comprehensive Healthcare services for offenders at each Center (as defined below). Under the direction of the IDOC Medical Director and the IDOC Chief of Mental Health Services, and in accordance with the program definitions and specifications outlined in this RFP, the Vendor will arrange and provide services on-site at the Centers and, as necessary, off-site at local hospitals, outpatient facilities and consultative physician offices. IDOC recognizes that the methods of delivery of these services may differ from methods used to provide services to members of the general public, but the care and services the Vendor provides should be similar. It is the intent of IDOC to ensure that all offenders receive adequate and cost effective health care services regardless of place of assignment or disciplinary status.

Comprehensive services are to be provided to the following IDOC facilities (each, a "Center" and, collectively, the "Centers"): Big Muddy Correctional Center, Centralia Correctional Center, Danville Correctional Center, Decatur Correctional Center, Dixon Correctional Center, East Moline Correctional Center, Graham Correctional Center, Hill Correctional Center, Illinois River Correctional Center, Jacksonville Correctional Center, Lawrence Correctional Center, Lincoln Correctional Center, Logan Correctional Center, Menard Correctional Center, Pinckneyville Correctional Center, Pontiac Correctional Center, Robinson Correctional Center, Shawnee Correctional Center, Sheridan Correctional Center, Southwestern Correctional Center, Stateville Correctional Center, Taylorville Correctional Center, Vandalia Correctional Center, Vienna Correctional Center, and Western Correctional Center. Additional information regarding IDOC clinics, infirmaries, caseload and offender population is set forth on Appendix 1, Appendix 2 and Appendix 3. It is anticipated that additional facilities will be opened during the tenure of this contract, those facilities include: Murphysboro Correctional Center, Joliet Treatment Center, Elgin Treatment Center, and Kewanee Correctional Center.

The contract resulting from this RFP (the "Contract"), the form of which is attached to this RFP, shall have an initial term of five (5) years. In no event will the total term of the Contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, IDOC shall have the right to renew for a total of five (5) years in one of the following manners: a) one renewal covering the entire five (5)-year renewal allowance, b) individual one (1)-year renewals up to and including the entire renewal allowance, or c) any combination of full or partial-year renewals up to and including the entire renewal allowance.

Please read the entire RFP package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the RFP package must be completed in full and submitted along with the Technical

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Proposal and Price Proposal which combined with the other required forms included herein will constitute the Offer. Do not submit the instruction pages with the Offer.

Forms A, Forms B and the BEP Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this RFP. These sections are a material part of this RFP, and must be returned when applicable by an Offeror with its Offer.

Offers that do not adhere to Form and Content of Proposal requirements may not be considered.

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**STATE OF ILLINOIS
OUTLINE**

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**STATE OF ILLINOIS
OUTLINE**

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Terms and Conditions	4.
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OUTLINE

The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

<http://www.illinois.gov/cpo/general/documents/Forms%20A%20Section%20V.15.2.IDOCx>

Business and Directory Information.....	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Transact or Conduct Affairs in Illinois.....	3.
Standard Certifications.....	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

FORMS B

Complete this section only if you are using a valid IPG Registration #

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

<http://www.illinois.gov/cpo/general/documents/Forms%20B%20Section%20V.15.2.IDOCx>

Illinois Procurement Gateway Registration # and expiration date.....	1.
Certification Timely to this Solicitation or Contract	2.
Replacement Certification to IPG Certification #6 (supersedes response in IPG)	3.
Disclosures of Lobbyists and Contracts	4-5.

BEP UTILIZATION PLAN

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OUTLINE

Download and complete these documents in response to this RFP's BEP goal

Letter of Intent:

<http://www.illinois.gov/cpo/general/documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www.illinois.gov/cpo/general/documents/BEP%20U%20Plan%20V.13.5.IDOCx>

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STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.**A. INSTRUCTIONS FOR SUBMITTING OFFERS**

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us) (the "Bulletin"). Procurement information related to this RFP may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below (the "Solicitation Contact") shall be the single point of contact for this RFP. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. IDOC shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Kimberly Butler	Phone: 217-558-2200 x2517
Agency: Illinois Department of Corrections	Fax: 217-522-0356
Street Address: 1301 Concordia Court	TDD:
City, State Zip: Springfield, IL 62794-9277	
Email: Kimberly.Butler@doc.illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Solicitation Contact.

- A.4. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than **February 3, 2017**. Questions received and IDOC responses may be posted as an Addendum to the original solicitation on the Bulletin; only answers to questions that are posted on the Bulletin shall be binding on the State. Offerors are responsible for monitoring the Bulletin.
- A.5. REQUIRED MEETINGS:**

Offeror Conference/Site Visit: ☒ Yes ☐ No

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Mandatory Attendance: ☒ Yes ☐ No

Any Offeror (including the current vendor) will be disqualified and considered Non-Responsive if such Offeror does not attend the Offeror Conference/Site Visit, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: **March 3, 2017**

Time: 10:00 a.m.

Location: Illinois Department of Corrections –1301 Concordia Court, Springfield, Illinois 62794

SITE VISITS:

In order to attend a site visit or visits, vendor must provide a list of all personnel attending each of the site visits via e-mail to Kim Hugo at Kim.Hugo@doc.illinois.gov by 3:00 p.m., CST on **January 16, 2017**. Mandatory attendance is required for Offerors. Offeror may not have a potential subcontractor meet the need of Offeror to attend. For security purposes, the list of attending personnel must include each person's full name, date of birth and social security number.

The site visits will include, but not be limited to, access to members of IDOC/Center administrative staff, medical staff, and behavioral health staff. It is IDOC's intent to answer questions posed during site visits when the answer is readily available. However, all questions asked at any site visit must be submitted in writing to the Solicitation Contact. All questions will be answered via an addendum to this RFP posted to the Bulletin. Only answers posted to the Bulletin will be considered as IDOC's official response. A tour of the applicable Center will be conducted as necessary to provide clarification for the components listed in the RFP. The duration of each site visit will be dependent upon the number of questions posed by Offerors in attendance and the population and programming at each site.

In order to facilitate entrance to the applicable Centers, the following are not allowed: electronic devices of any kind, weapons, food or beverages, including chewing gum.

SITE VISIT DATE AND TIME SCHEDULE

Center Name and Address	DATE:
GRAHAM CC	January 20, 2017, 11:00 a.m.
LINCOLN CC	January 19, 2017, 11:00 a.m.
LOGAN CC	January 19, 2017, 1:00 p.m.

- A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Offers will be opened at the address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: [3-24-2017]

Time: 1:00 p.m. CST

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A.6.2. Offer Firm Time: The Offer must remain firm and unaltered for 120 days from opening. An Offer may be accepted, subject to successful contract negotiations, at any time during this period.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency: Illinois Dept. of Corrections	"Sealed Offer – Do Not Open"
Attn: Darrell Marcy	Project Title & Reference #: IDOC Medical and Mental Health RFP 16-97556
Address: 1301 Concordia Court	Due Date & Time: [3-24-2017] 1:00 p.m. CST
City, State Zip: Springfield, IL 62702	Offeror Name
	Offeror City, State Zip

Offers may also be hand-delivered to Darrell Marcy at 1301 Concordia Court, ISU Building, located at the end of the Cul-de-Sac at 14th and Carpenter streets.

A.7. ORGANIZATION REQUIRED: A complete Offer consists of consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by Offeror in accordance with the instructions to this RFP. Offers may be submitted in as few as five and as many as six packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain Offeror's response to the Specifications/Qualifications/Statement of Work provided in RFP Section 1, Part D (the "Technical Proposal") and the signature page to the Contract.

A.7.2. Packet 2 shall contain Offeror's pricing proposal in the format required by RFP Section 2, Part E (the "Pricing Proposal").

A.7.3. Packet 3 shall contain the Offeror's Offer found in RFP Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.7.3.1 Exceptions must be provided on IDOC's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. IDOC discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to IDOC specifications, terms and conditions, or any other part of this RFP. This is supplemental information that supports an Offeror's position.

A.7.4. Packet 4 shall contain either Forms A or Forms B. Form A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B contains three forms and is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

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A.7.5. Packet 5 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. See Section 1, Part A.20 for information on these requirements.

A.7.6. . Packet 6, if submitted, shall contain a redacted copy of the Offer that removes material that the Offeror considers to be a trade secret or competitively sensitive, confidential or proprietary. See Section A.14 for additional information on providing a redacted copy of the Offer.

Separately seal and label each packet.

A.8. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the RFP title, the IPB reference number, the packet number, Offeror's name and the wording: "Sealed Offer – Do Not Open." The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	10	11
PRICING – PACKET 2	1	1	2
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	10	11
FORMS A or FORMS B – PACKET 4	1	3	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 5	1	1	1
REDACTED OFFER – PACKET 6	1	1	1

A.9. SECURITY: A performance bond in an amount equal to 1/6 of the Annual Estimated Contract Amount (i.e., months of the Schedule E annual total) is required. Offeror must submit the performance bond to the Solicitation Contact within ten (10) days after award. The performance bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.10. MINORITY VENDOR INITIATIVE: The State requires a fee of \$15 to cover expenses related to the administration of the Minority Vendor Opportunity Initiative. Any Offeror awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500/1 *et seq.*) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

A.11. FEDERAL FUNDS: The Contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.

ATTORNEY EYES ONLY

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- A.12. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.13. GOVERNING LAW AND FORUM:** Illinois law and rules govern this RFP and the Contract. Offeror must bring any action relating to this RFP or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500/1 *et seq.*) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.14. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential in accordance with the process set forth in the second paragraph of this Section 1, Part A.14. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. In any case, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment for any portion of its Offer, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section 1, Part A.7.) of the Offer with proposed confidential information redacted. This redacted copy must indicate the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- A.15. RESERVATIONS:** Offeror must read and understand this RFP and tailor its Offer and all activities to ensure compliance. The State reserves the right to amend this RFP, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request best & final offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to this RFP. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for, any billable work undertaken prior to the date all parties execute the Contract, unless otherwise approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

ATTORNEY EYES ONLY

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- A.16. AWARD:** The State is not obligated to award a contract pursuant to this RFP. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the price offered by an awarded Offeror to be fair and reasonable and negotiations fail to yield an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most Responsive and Responsible Offeror.
- A.17. REFERENCES:** Offeror must provide references from established private firms or government agencies (four preferred; two of each type preferred) other than IDOC, who can attest to Offeror's experience and ability to perform the Contract. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.
- A.18. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after this RFP or related addendum was posted to the Bulletin. For protests related to rejection of individual Offers or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office	Phone: (217) 720-7267
Attn: Protest Review Office	Facsimile: (217) 558-1399
401 S. Spring Street	
Suite 515 Stratton Office Building	Illinois Relay: (800) 526-0844
Springfield, IL 62706	

- A.19. EVALUATION PROCESS:** The State determines how well each Offer meets the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

- A.19.1. RESPONSIVENESS:** A "Responsive" Offeror is one who submits an Offer that conforms in all material respects to the requirements of this RFP, and includes all required forms, including:

- A.19.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.
- A.19.1.2. References: Offeror shall complete and return the References form found in Section 3, Part J.
- A.19.1.3. If completing Forms B, then responsiveness may include and may not be limited to:
 - Valid Illinois Procurement Gateway registration # with expiration date
 - Disclosure of lobbyists for Offeror and parent entity(ies)
 - Disclosure of pending and current contracts

ATTORNEY EYES ONLY

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- Certifications timely to this solicitation

A.19.1.4. If completing Forms A, required forms may include and may not be limited to:

- **Authorized to Transact Business or Conduct Affairs in Illinois:** A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an Offer. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
- **State Board of Elections Registration:** The Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- **Illinois Department of Human Rights Public Contracts Number:** Offeror shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway.
- **Standard Certifications:** Offeror shall complete and return the Standard Certifications form in Forms A, Part 4, or in the Illinois Procurement Gateway.
- **Financial Disclosures and Conflicts of Interest:** Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.
- **Disclosure of Business Operations with Iran:** Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6, or in the Illinois Procurement Gateway.
- **Business and Directory Information:** Offeror shall complete and return the Business and Directory Information form in Forms A, Part 1, or in the Illinois Procurement Gateway.
- **Taxpayer Identification Number:** Offeror shall complete and return the Taxpayer Identification form in Forms A, Part 8, or in the Illinois Procurement Gateway.

A.19.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.19.1.6. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.19.2. RESPONSIBILITY: A "Responsible" Offeror is one who has the capability in all respects to perform fully the Contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a Responsible Offeror (i.e., an Offeror with whom the State can or should do business.) For example, the State may consider the following:

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- A.19.2.1 Whether an Offeror is a "prohibited bidder." A "prohibited bidder" includes any person assisting an employee of the State by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

- A.19.2.1 Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror's ability to deliver in the quality and quantity within the time and price as specified in this RFP.
- A.19.2.2. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State is requiring a performance bond in order to ensure performance of the Contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Vendor lacks the financial resources to perform under the Contract.
- A.19.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State is requiring a performance bond in order to ensure performance of the Contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Vendor lacks the financial resources to perform under the Contract.

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A.19.3. PRICE: The State identifies the lowest priced Offer that meets the Responsibility and Responsiveness requirements.

A.20. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This RFP contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting processes. Failure to submit a Utilization Plan as instructed in this RFP may render the Offer non-Responsive. All questions regarding the subcontracting goal must be directed to the IDOC BEP Liaison prior to submission of an Offer.

Does this solicitation contain a BEP goal? ☒ Yes ☐ No

If yes, then the BEP goal is: 20%

BEP Liaison: Jared Brunk

Phone Number: 217-558-2200

Email Address: jared.brunk@doc.illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by State of Illinois Department of Central Management Services as BEP vendors prior to the Offer closing date. Go to (<http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

A.21. DATA UTILIZATION: Any figures, utilization numbers or other data provided by IDOC do not guarantee future utilization or needs. The Vendor must render the necessary services throughout the term of the Contract, whether more or less than the estimate initially provided by IDOC. Offerors shall use the data, specifications and other information provided by IDOC to respond to both the Responsiveness elements and Price components of this RFP. Information contained in the Offer submitted by an Offeror is subject to Acceptance and negotiation with IDOC.

-END OF INSTRUCTIONS-

ATTORNEY EYES ONLY

STATE OF ILLINOIS

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SELECTION OF VENDOR**B. SELECTION OF VENDOR**

- B.1.** The State may award to the most Responsive and Responsible Offeror whose Offer best meets the criteria described in this Section 1, Part B.
- B.2.** The State determines how well each Offer meets the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.3.** The maximum number of points that may be awarded to any Offer is **2,000, which consists of up to 1,200 points for Responsiveness** and up to 800 points for Price.
- B.4.** The maximum number of points that may be awarded to any Offer for Responsiveness is 1,200. The chart below shows the elements of Responsiveness that the State will evaluate and their relative weights in point format.

Responsive elements:

Maximum Points	Responsive Elements	Reference RFP
50	Implementation and Administration	D.1.
25	Organizational History, Vendor Structure, Administration of Contract and Accreditation	D.2.
200	Comprehensive Medical Program	D.3.
100	Nursing Services	D.4.
50	Dental Program	D.5.
25	Vision Program	D.6.
25	Audiology	D.7.
25	Physical/Occupational/Speech Therapy	D.8.
150	Comprehensive Mental Health Program	D.9.
75	Sex Offender Services	D.10.
75	Pharmaceutical Program	D.11.
40	Diagnostic Services	D.12.
50	Tele-health	D.13.
120	Electronic Medical Records Program	D.14.
25	Ancillary Services	D.15.
125	Vendor and Staff Requirements	D.16.
25	Milestones and Deliverables	D.17.
15	Other Specifications	D.18.

B.5. TECHNICAL PROPOSAL EVALUATION CRITERIA:

ATTORNEY EYES ONLY

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SELECTION OF VENDOR

Each Offeror must address each of the questions or requirements set forth in Section 1, Parts D.1 through D.18 in full detail in the order identified in Section 1. Part D in its Technical Proposal. Each Offeror shall retype each question and provide a complete response thereto. Failure to number the responses in this manner may adversely affect the evaluation or render the proposal non-Responsive.

B.6. PRICE:

The maximum number of points that may be awarded to any Offer for Price is 800. The State will determine an Offer's total Price points by aggregating the points awarded for each element in the following formula:

- 1) SCHEDULE E PRICING SUMMARY BY FACILITY (See Section 2, Part E.1.2.2 of this RFP) = **500 Points**
 $500 \text{ Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Awarded Price Points}$
- 2) INTAKE ADJUSTMENT RATE (See Section 2, Part E.1.2.3 of this RFP) = **50 Points**
 $75 \text{ Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Awarded Price Points}$
- 3) ANNUAL HOSPITAL UTILIZATION THRESHOLD (See Section 2, Part E.1.2.4 of this RFP) = **170 Points**
 $200 \text{ Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Awarded Price Points}$
- 4) ELECTRONIC MEDICAL RECORDS (EMR) (See Section 2, Part E.1.2.5 of this RFP) = **80 Points**
 $25 \text{ Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Awarded Price Points}$

ATTORNEY EYES ONLY

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STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

C. OFFER TO THE STATE OF ILLINOIS: MEDICAL AND MENTAL HEALTHCARE SERVICES FOR THE ILLINOIS DEPARTMENT OF CORRECTIONS – Reference #16-97556

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject Request for Proposal. By completing and signing this form, the Offeror makes an Offer to the State of Illinois that the State of Illinois may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this Request for Proposal. Offeror understands that failure to meet all requirements is cause for disqualification.

C.1. SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

C.3. OFFEROR CONFERENCE: Offeror attended the Offeror's Conference.

☐ Yes ☐ No

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

C.5. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

C.6. BOND: Offeror is submitting its Performance Bond.

☐ Yes ☐ No

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**C.7. PACKET 1 – TECHNICAL PROPOSAL**☐ Yes ☐ NoC.7.1 Offeror's Proposed Solution to Meet the State's Requirements ☐ Yes ☐ NoC.7.2 Milestones and Deliverables ☐ Yes ☐ NoC.7.3 Offeror/Staff Specifications ☐ Yes ☐ NoC.7.4 Signed and Completed Contract Document ☐ Yes ☐ No**C.8. PACKET 2 – PRICING**☐ Yes ☐ No**C.9. PACKET 3 – OFFER**☐ Yes ☐ NoC.9.1 Offer ☐ Yes ☐ NoC.9.2 Where Services Are to Be Performed ☐ Yes ☐ NoC.9.3 Exceptions to Solicitation Contract Terms and Conditions ☐ Yes ☐ No ☐ N/AC.9.4 Sub-Contractor Disclosures ☐ Yes ☐ No ☐ N/AC.9.5 References ☐ Yes ☐ No**C.10. PACKET 4 – FORMS A**☐ Yes ☐ NoC.10.1 Business and Directory Information ☐ Yes ☐ NoC.10.2 Illinois Department of Human Rights Public Contracts Number ☐ Yes ☐ NoC.10.3 Standard Certifications ☐ Yes ☐ NoC.10.4 Disclosure of Business Operations in Iran ☐ Yes ☐ NoC.10.5 Financial Disclosures and Conflicts of Interest ☐ Yes ☐ NoC.10.6 Taxpayer Identification Number ☐ Yes ☐ No**C.11. PACKET 4 – FORMS B**☐ Yes ☐ NoC.11.1 Illinois Procurement Gateway Registration # with expiration date ☐ Yes ☐ No

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C.11.2 Certifications Timely to this Solicitation

☐ Yes ☐ No

C.11.3 Disclosures of Lobbyists and Pending Contracts

☐ Yes ☐ No**C.12. PACKET 5 – BEP UTILIZATION PLAN**

C.12.1 Minorities, Females, Persons with Disabilities Participation and Utilization Plan

☐ Yes ☐ No**C.13. PACKET 6 – REDACTED OFFER**☐ Yes ☐ No**C.14. PREFERENCES**

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

If Offeror makes any claim for preferences, please mark the applicable preference(s) below and include a description of why the preference applies. at the end of this Section. IDOC reserves the right to determine whether any preference claimed by Offeror applies to Offeror.

- ☐ Resident Bidder (30 ILCS 500/45-10).
- ☐ Soybean Oil-Based Ink (30 ILCS 500/45-15).
- ☐ Recycled Paper (30 ILCS 500/45-25).
- ☐ Environmentally Preferable Supplies (30 ILCS 500/45-26).
- ☐ Correctional Industries (30 ILCS 500/45-30).
- ☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- ☐ Gas Mileage (30 ILCS 500/45-40).
- ☐ Small Businesses (30 ILCS 500/45-45).
- ☐ Illinois Agricultural Products (30 ILCS 500/45-50).
- ☐ Corn-Based Plastics (30 ILCS 500/45-55).
- ☐ Disabled Veterans (30 ILCS 500/45-57).
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6).
- ☐ Bio-based Products (30 ILCS 500/45-75).
- ☐ Historic Preference Area (30 ILCS 500/45-80).
- ☐ Procurement of Domestic Products (30 ILCS 517).
- ☐ Public Purchases in Other States (30 ILCS 520).
- ☐ Illinois Mined Coal (30 ILCS 555).
- ☐ Steel Products Procurement (30 ILCS 565).
- ☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- ☐ Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: Enter text

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ATTORNEY EYES ONLY

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Signature of Authorized Representative: _____

Printed Name of Signatory: Enter text

Offeror's Name: Enter text

Date: Click here to enter a date.

ATTORNEY EYES ONLY

STATE OF ILLINOIS

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

IDOC's goals in issuing this RFP are to maintain the health status of offenders, provide unimpeded access to care and services, establish innovative and cost effective health care and administrative programs, improve the quality of care and provide acceptable, cost effective levels of staffing, and cost-efficient purchasing and procurement.

The Vendor is expected to provide Comprehensive Healthcare to offenders, including medical, dental, mental health, administrative and support services for all Centers, as further detailed in this Section 1, Part D and the Contract. The Vendor should provide a flexible proposal to address population fluctuations and develop strategies to minimize health care cost increases during the term of the Contract. The Vendor is expected to provide specialized services, develop site specific policies and procedures that comply with IDOC's policies and procedures and all state licensure requirements and form an open, collaborative partnership with IDOC. The Vendor must provide full reporting and accountability in accordance with the terms set forth in the Contract and subsequent development of the Contract monitoring process.

Each Offeror must provide a detailed Technical Proposal that explains how it will meet IDOC's needs and requirements. The Technical Proposal must address each requirement and request for information set forth in Section 1, Parts D.1 through D.18, in that order.

D.1. Implementation and Administration: (50 Points)

D.1.1. Provide a detailed work plan and time table for the implementation of the Contract. The services requested in this RFP must be fully operational on or before January 1, 2018. The Contract with the Vendor will have an effective date of January 1, 2018, but certain administrative and systems functions must be completed prior to the effective date, such as appropriate staffing functions, responsible parties, and beginning and completion dates. The implementation work plan should serve as a timetable of the actual work and should include, but not be limited to: the beginning and completion dates for each step within the implementation plan and the responsible parties, the initial planning meetings, implementation/development of on-site/off-site comprehensive healthcare services for offenders, staffing for account administration including on-going staffing to maintain required service levels, coordination with IDOC staff, periodic update meetings, communications development, contract development and execution, transition of active cases, coordination with the current vendor, systems development, and staff training schedule.

D.1.2. Describe the levels of management and all individuals that will be involved in the provision of services under the Contract. This description should minimally include general administration, qualified staff to perform the duties required in the Contract, and staffing resumes for the Vendor Medical Director and Vendor Mental Health Director. Provide a detailed description of Offeror's expertise in coordinating comprehensive healthcare services on-site and off-site and experience with similar tasks required of the Vendor by the Contract. Describe the hierarchy and reporting lines. Provide an organizational chart and a proposed management team.

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D.1.3. Provide a proposed transition plan for healthcare services to all offenders including those offenders currently engaged in treatment. The transition plan must outline how continuity of care can be assured for all offenders under the Offeror and present a proposed timetable for smooth transition and implementation. IDOC will coordinate with the Vendor to identify implementation of services with specific timelines, functions, and responsibilities. Within 10 days of award, the Vendor will begin recruitment, contact current staff regarding new positions, meet with the applicable union(s) to begin negotiations and new bargaining agreement, and identify potential subcontractors.

D.1.4. Within 30 days after award, the Vendor must provide policies and procedures to IDOC and conduct orientation for regional medical directors and managers.

D.2. Organizational History, Offeror Structure, Administration of Contract and Accreditation: (25 Points)

D.2.1. Describe the history and ownership of Offeror's organization. Describe any recent or anticipated changes in the organization or its ownership. If the organization is in the process of an ownership change, please describe and include estimated timeframes.

D.2.2. Confirm the location where the services expected from the Vendor will be managed and provided by Offeror. If at multiple locations, confirm the known or anticipated value of the services performed at each location. The Vendor is required to maintain an Illinois presence for the duration of the Contract, defined at a minimum, as placing a site manager in Illinois to manage the Contract. This information and economic impact on Illinois and its residents may be considered in the evaluation of Offeror's Offer.

D.2.3. Describe the current status of any accreditation that attests to the standards and quality of Offeror and the specific services or products proposed. Describe any anticipated accreditation status changes, or confirm there will be none.

D.2.4. Legal, Financial and References:

D.2.4.1. Provide audited financial statements that indicate to IDOC that Offeror is financially sound and capable to provide services stated in this RFP and the Contract.

D.2.4.2. Describe any lawsuits to which Offeror has been a party (as plaintiff or defendant) in the last five years, and each such lawsuit's resolution or current status, including any settlements or suits with a liability finding. Include any lawsuits in the last five years involving the inability of Offeror to meet its financial obligations or confirm there have been none.

D.2.4.3. Provide references from established private firms or government agencies (four preferred; two of each type preferred) other than IDOC that can attest to Offeror's experience and ability to perform the Contract. Offeror must provide the name, contact information and a description of the supplies or services provided. in accordance with the Reference Forms set forth in Section 3, Part J.

ATTORNEY EYES ONLY

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D.2.4.4. Offeror must submit a Security Bond with its Offer.

D.2.4.5. Confirm whether Offeror will provide separate accounting and reporting systems for each Center. Describe Offeror's proposed reports and their formats to be furnished to IDOC in a timely manner for each of the Centers in accordance with IDOC accounting practices.

D.3. COMPREHENSIVE MEDICAL PROGRAM: (200 Points)

D.3.1. Describe how Offeror will provide network, administration and management of all necessary specialty services including, but not limited to:

- Audiology
- Dermatology
- ENT
- General Surgery
- Nephrology
- Neurosurgery
- Oncology
- Oral Surgery
- Physical Therapy
- Rehabilitative Services
- Urology
- Cardiology
- Endocrinology
- Gastroenterology
- Infectious Disease
- Neurology
- OB/Gynecology Services
- Ophthalmology
- Orthopedic Surgery
- Podiatry
- Respiratory Services

D.3.2. Treatment Plans:

Describe how Offeror will ensure the development of treatment plans for offenders who require on-going care and examples of the types of supportive and rehabilitative services provided by Offeror.

D.3.3. On-site Specialty Clinics:

Describe how Offeror will operate on-site specialty clinics for offenders who require close medical supervision; how those clinics will be conducted and how follow up will take place as clinically dictated. Provide a list of medical conditions for which Offeror will provide on-site chronic disease care.

D.3.4. Off-Site Provider/Sub-Contractor Network:

Describe how Offeror will establish and utilize a network of off-site providers and hospitals to deliver the appropriate level of healthcare services in the most cost effective manner.

D.3.5. Hospital Services:

Describe how Offeror will utilize off-site Hospital Services for routine and emergency situations. Include the process Offeror will use for hospital Utilization Management and daily updated reports.

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D.3.6. Follow-up to previous surgery or procedure:

Describe how Offeror will deal with offenders who arrive at a Center with on-going medical procedures and or treatments. Additionally, describe how Offeror will ensure that appropriate follow up occurs when specialty work up is initiated at one Center.

D.3.7. Coordination of Referrals:

Describe how Offeror will establish and utilize a network of off-site providers and hospitals to deliver the appropriate level of healthcare services in the most cost effective manner.

D.3.8. University of Illinois Medical Center at Chicago:

IDOC utilizes UIMCC for specialty services as described in Section 1.2.3.6 of the Contract. Describe how Offeror will ensure that wait times for specialty consultations at UIC will not be excessive.

D.3.9. Consultations:

Describe how Offeror will respond to, approve or deny a consultation request made by the On-site Medical Director within 5 business days, for any off-site service.

D.3.9.1. Describe how Offeror will ensure that consultations are conducted in a timely manner within established timeframes agreed upon by the IDOC Medical Director, and how Offeror will address outside specialist's recommendations.

D.3.9.2. Describe Offeror's appeal/rescind process if a consultation request is denied and an alternative treatment plan submitted.

D.3.10. Dialysis Services:

Describe how Offeror will provide for comprehensive dialysis services at Stateville CC and Graham CC or such other Center or Centers as are designated by IDOC. The average dialysis daily census is 60 beds.

D.3.11. Women's Health/OB/GYN:

Describe (a) how Offeror will provide women's health/OB/GYN services including pregnancy testing when indicated in accordance with IDOC policy, obstetrical supervision and prenatal care and (b) how Offeror's program will meet the needs of pregnant offenders. Offeror's plan should include age appropriate pap-smears, breast examinations, and mammograms as clinically indicated for all female offenders. Care provided by Offeror should address contraception practices and education for all pre-menopausal females and opiate withdrawal of pregnant offenders.

D.3.12. Emergency Care:

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Describe how Offeror will address specialized response training and emergency staff on-call coverage. Offeror's plan must provide on-site emergency treatment procedures including, but not limited to, certification in first aid and emergency procedures and CPR-AED training for health staff and designated IDOC staff members. Offeror's on-site emergency treatment policies and procedures should include, but should not be limited to, services and equipment required, coordination and participation with security and practice of annual mass disaster drills. Offeror is expected to provide on-site emergency services to offenders, staff and volunteers.

D.3.12.1. Describe how Offeror will address emergency transportation including a description of transportation services that Offeror will utilize to transport offenders for emergency treatment. Describe the services and equipment Offeror will require in order to utilize a transportation service.

D.3.12.2. Describe how Offeror will provide ambulance and non-Advanced Cardiac Life Support (ACLS) services for transport to an outside hospital or other location when services are deemed medically necessary. Offeror is expected to arrange and pay for transportation by ground ambulance or air ambulance service, when State owned transportation and/or handicapped accessible vehicles are unavailable. Offeror is expected to assume responsibility and cost of appropriate alternative transportation for scheduled/routine off-site and emergency care. Transportation, equipment, and staff must meet State requirements.

D.3.13. Infirmary and Hospice Services:

Describe how Offeror will provide 24-hour infirmary coverage and on-site nursing staff supervised by a Registered Nurse and 24-hour on-call coverage by a physician. Describe how Offeror will ensure appropriate level of care and coverage for infirmaries and provide medical and surgical supplies and equipment associated with Health Care Units.

D.3.13.1. Describe how Offeror will work with the applicable CAO to schedule meetings with representatives from hospitals and other providers in order to coordinate the referral and care of the offender. Describe how Offeror will develop policies and procedures regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization, and offender follow-up.

D.3.14. Long Term Care:

IDOC houses special needs patients requiring assisted daily living in the infirmaries, special units, and general population. Describe how Offeror will provide services to these patients. Long term care services must include skilled care, intermediate care, personal care and specialty medical care, such as ventilator, wound care, and rehabilitation.

D.3.15. End of Life Care:

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Offenders diagnosed with advanced stage illnesses require a comprehensive end of life program. Describe Offeror's comprehensive end of life program, which shall, at a minimum, address the following:

D.3.15.1. Interdisciplinary, patient directed holistic care;

D.3.15.2. Pain management;

D.3.15.3. Emotional and spiritual support;

D.3.15.4. Palliative, comfort oriented care;

D.3.15.5. Hospice care team made up of physicians, nurses, chaplains, social workers, dieticians, and hospice volunteers;

D.3.15.6. Family support;

D.3.15.7. Utilization of well trained and appropriately screened offender volunteers;

D.3.15.8. Bereavement care for survivors, staff, and volunteers; and

D.3.15.9. Linkage to community hospice networks as a resource for training, consultation and volunteers.

D.3.16. Screening/Evaluations New Offenders:

Describe how Offeror will provide a comprehensive intake, history and health assessment, along with the required screening processes, timeframes and recording of health information into the offender's medical record. Explain Offeror's proposal for periodic health assessments for offenders based on age and risk related factors.

D.3.17. Transferring/Transferred Offenders:

Describe Offeror's process of the initial screening upon an offender's transfer from one Center to another Center. Describe process and timeframes for recording the findings of the preliminary screening and evaluation into the offender's medical record. Include the screening criteria referral and evaluation process.

D.3.1. Nutritional Care:

Describe Offeror's guidelines for medically prescribing nutritive supplements and maintaining a current list of offenders requiring medical diets that are prescribed by health care practitioners.

D.4. NURSING SERVICES: (100 Points)

Nursing staff will adhere to clinical guidelines or protocols and conduct sick calls accordingly. Nursing sick call is to be held five days a week, Monday through Friday. Nursing coverage is expected to be 24

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hours daily for each Center. A plan of nursing coverage should detail all housing units within the institutional complexes. Provide a comprehensive plan for nursing administration which sets forth:

- D.4.1.** Nursing administration supervision;
- D.4.2.** Communication with IDOC security; regularly scheduled meetings;
- D.4.3.** Coordination with incident command system;
- D.4.4.** Tool and key control;
- D.4.5.** Clinical supervision, maintenance of nursing skills and performance management;
- D.4.6.** Scheduling and overtime management;
- D.4.7.** Provision of levels of care for specialized units;
- D.4.8.** Infectious disease control plan; offender and staff TB testing;
- D.4.9.** Triage and assessment;
- D.4.10.** Offender and staff education;
- D.4.11.** Sick call, and health clearances;
- D.4.12.** Provider lines and clinics;
- D.4.13.** On-going coordination of medication and sick call activities with security;
- D.4.14.** Continuous Quality Improvement ("CQI");
- D.4.15.** Specialty care/wound care;
- D.4.16.** Management of inpatient and special units; and
- D.4.17.** Discharge planning.

D.5. DENTAL PROGRAM: (50 Points)

Describe Offeror's comprehensive dental program that will be provided to offenders consistent with local and federal guidelines and community standards. The dental program should include clinical oversight for dental services, including onsite and offsite oral surgery. Describe a system for established priorities for care; dental emergencies must be promptly addressed. Dentists must be licensed in the State and in accordance with IDOC rules and regulations on dental care. The Vendor is expected to provide dental checkups to offenders every two years, or more often if clinically indicated, and routine care is expected to be provided no later than 14 days after an offender's request for treatment.

D.5.1. Dental Staff coverage:

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D.5.1.1. Describe how Offeror will provide on-site dental coverage that meets the requirements of Section 1.2.5 of the Contract.

D.5.1.2. Describe how Offeror will utilize dental hygienist to address special populations that will require additional services.

D.5.2. Confirm whether Offeror will provide laboratory fabricated splints and therabites.

D.5.3. Describe how Offeror will deal with endodontic and orthodontic treatments.

D.5.4. Describe how Offeror will address edentulous offender needs.

D.5.5. Describe how Offeror will ensure that the dentist is an active member of the health care team and CQI program to provide review and resolution of grievances, and present departmental issues that are hampering the delivery of dental service.

D.6. VISION PROGRAM: (25 Points)

Optometry and ophthalmology services are expected to include routine eye examinations, emergency eye care services, prescribing, ordering, dispensing and fitting of eyeglasses. Describe the comprehensive optometry services that Offeror will provide, including, but not limited to, screening, diabetic care, providing glasses, visual field testing, acute care, glaucoma care, and thresh holds for corrective lenses and reading aids.

D.6.1. Describe how Offeror will arrange for the provision of eye examinations to be performed and secure any necessary ancillary site-specific licenses required by law for the optometrist to provide on-site services.

D.6.2. Optometry services including the issuance and distribution of corrective lenses; services are provided in collaboration with IDOC Correctional Industries.

D.6.3. Although eyeglasses shall be purchased through Illinois Correctional Industries, describe how Offeror will provide other prosthetics when an Ophthalmologist indicates it is clinically necessary.

D.6.4. Address how Offeror will ensure wait times below 4 weeks for routine care, referral to ophthalmology and treatment of cataracts and patients requiring corneal transplants.

D.7. AUDIOLOGY: (25 Points)

Describe how Offeror will ensure that serious medical needs including audiology services, screening, diagnostic and prosthesis such as hearing aids and battery maintenance are provided. Offenders with hearing impairment should have access to assistive devices whenever effective communication is compromised due to speech, hearing, or language deficits.

D.8. PHYSICAL/OCCUPATIONAL/SPEECH THERAPY: (25 Points)

ATTORNEY EYES ONLY

RTP#5_ESI 0455506

Describe how Offeror will provide physical and occupational therapy services. Address how the foregoing services will be provided on-site at the IDOC ADA facilities and how they will be managed at Centers that do not have on-site services. Describe Offeror's proposed measures to ensure prompt and effective physical and occupational therapy services.

D.9. COMPREHENSIVE MENTAL HEALTH PROGRAM: (150 Points)

Describe how Offeror will deliver mental health/behavioral health services at all Centers and in accordance with specified housing needs and treatment units. IDOC currently operates maximum security Residential Treatment Units ("RTUs") at the Pontiac Correctional Center, Dixon Correctional Center (Dixon Psychiatric Unit), and Logan Correctional Center (female facility), and medium security RTUs at the Dixon Correctional Center (Special Treatment Center) and Joliet Treatment Center. IDOC may establish other RTUs during the term of the Contract. The goal of treatment is to assist all mentally ill offenders to function within the correctional environment and prepare for their successful reentry into the community.

D.9.1. Mental Health Assessment, Treatment and Monitoring:

Describe how Offeror shall assess needs, deliver mental health treatment, and monitor services to offenders determined to be mentally or emotionally disturbed due to a chronic mental illness or situational stress in a safe, adequate manner and in compliance with all applicable federal and state statutes and regulations, and applicable IDOC Administrative Directives.

D.9.2. Mental Health Screening & Appraisal:

Describe how Offeror's mental health professionals will identify individuals with mental disorders or suicidal tendencies, using standardized, validated screening and assessment instruments throughout all Centers, to evaluate the mental status of each new or transferred offender upon the individual's arrival at IDOC.

D.9.2.1. Describe how offenders with a positive mental health screening or appraisal will receive further mental health assessment and appropriate care and treatment.

D.9.2.2. Describe how Offeror will utilize effective, evidence-based screening instruments along with physical observation to assess the offender's mental state.

D.9.3. General Mental Health Services:

Describe how Offeror will provide mental healthcare and services including, but are not limited to, individualized service planning, proactive case management, group and/or individual counseling, types of therapy programs, periodic psychiatric monitoring and/or treatment, and psychotropic medication management.

D.9.4. Offeror is expected to provide a comprehensive evidence based program that addresses the specific needs of:

D.9.4.1. Reception Centers;

ATTORNEY EYES ONLY

RTP#5_ESI 0455507

D.9.4.2. Comprehensive Behavioral Health treatment;

D.9.4.3. RTUs;

D.9.4.4. Identified special housing/segregation;

D.9.4.5. Identified Special Units and Forensic Programs; and

D.9.4.6. Discharge Planning.

D.9.5. RTU Services:

Describe Offeror's plan to provide multidisciplinary treatment programs, including evenings and weekends.

D.9.6. Non-Residential Behavioral Management Services

Describe Offeror's plan to provide non-residential behavioral services for general population and segregation offenders. Include the operating manuals, program descriptions and treatment protocols that Offeror has developed and utilized.

D.9.7. Routine Care:

Describe how Offeror will respond to routine mental health referrals.

D.9.8. Emergency Care:

Describe how Offeror will respond to emergency mental health referrals the same day and in a manner clinically appropriate to the emergency.

D.9.9. Individualized Treatment Plans:

Describe how Offeror will develop and implement an individualized treatment plan upon a mental health case being opened.

D.9.10. Group Therapy:

Describe how Offeror will provide a comprehensive group therapy program as the primary mode of treatment when deemed clinically appropriate. Describe the types of therapy that will be utilized as part of the program.

D.9.11. Psychotropic Medication:

Describe when and how Offeror will ensure that psychotropic medications or other forms of pharmacotherapy are prescribed and observed.

D.9.12. Tardive Dyskinesia:

ATTORNEY EYES ONLY

RTP#5_ESI 0455508

Describe how often Offeror will screen offenders who are on anti-psychotic medications for Tardive Dyskinesia.

D.9.13. Crisis Management Services:

Describe how Offeror will provide crisis management of behavioral and/or psychiatric emergencies, such as management of the suicidal, self-mutilating, or decompensating offender.

D.10. SEX OFFENDER SERVICES: (75 Points)

Describe how Offeror will conduct sex offender assessments and evaluations and provide all related services required by applicable State law and IDOC Administrative Directives, policies and procedures. Additionally, provide each of the following:

D.10.1. Assessments:

Describe how Offeror will conduct sex offender specific risk assessments at each of the Reception and Classification Centers on all offenders committed to IDOC. These initial assessments shall, at a minimum, include a Static-99R and a SOTIPS to address both static and dynamic risk factors. The assessments shall be utilized to guide the placement of each offender into a sex offender specific treatment program. The Vendor will complete assessments, approved by the IDOC Coordinator for Sex Offender Services, throughout the incarceration of each offender to construct case management planning, monitor treatment progress, develop re-entry plans, and assist in guiding supervision strategies for those offenders who are released and parole/MSR.

D.10.2. Sexually Dangerous Persons Evaluations:

Describe the overall coordination proposed by Offeror for and the evaluation and assessment on individuals committed to IDOC under the Sexually Dangerous Persons Commitment Act (725 ILCS 205/1 *et seq.*) as ordered by the courts.

D.10.3. Sexually Violent Persons Evaluations:

Describe overall coordination proposed by Offeror for the evaluation and assessment of adult and juvenile offenders under the Sexually Violent Persons Commitment Act (725 ILCS 207/1 *et seq.*)

D.10.4. Pre-release evaluations:

Confirm that Offeror will complete pre-release evaluations six months prior to MSR or parole on sex offenders incarcerated in IDOC as per 730 ILCS 5/3-6-2(j).

D.10.5. Treatment programs:

ATTORNEY EYES ONLY

RTP#5_ESI 0455509

Confirm that Offeror will deliver sex offender treatment programs with licensed sex offender treatment providers. The sex offender treatment programs are expected to be available at the following five facilities: Big Muddy River, Graham, Lawrence, Taylorville, and Lincoln/Logan (split staff). The facility based treatment programming should vary in levels of intensity and include tier-based programming offering tracks for low, medium, and high risk offenders.

D.10.6. Legal Records:

Confirm that Offeror will provide records and data acquisition, management, and dissemination to ensure collection of all available documentation for the above listed evaluations.

Specific Vendor staff requirements are identified in Appendix 8 - Staff Requirements and Job Descriptions – Sex Offender Evaluation Unit.

D.11. PHARMACEUTICAL PROGRAM: (75 Points)

Describe Offeror's proposed comprehensive pharmaceutical program for all prescription and non-prescription medication, including, but not limited to, a comprehensive list of prescription drugs and over-the-counter medications utilized to treat all healthcare conditions. All services and prescribing practices must comply with state and federal laws and regulations, including the provisions of the Illinois Pharmacy Practice Act (225 ILCS 85 / 1 *et seq.*) Pharmacy operations will be managed by licensed pharmacist(s) and the Vendor will provide qualified medication room assistants to stock and organize the facility medications rooms. The Vendor will arrange for immediate emergency prescription medications, fill and deliver non-emergency medications within 24 hours, Monday through Saturday (except holidays), and identify back up pharmacy services. The Vendor will provide all related packaging, materials, supplies, distribution, destruction process, and courier services.

D.11.1. Pharmacist:

Describe Offeror's arrangements for a licensed pharmacist to participate every other month with the Quality Improvement Committee, perform third party drug utilization review as requested by the Quality Improvement Committee, and conduct monthly inspections to include, but not limited to, the expiration dates, security, storage and a periodic review of medication records in all areas of the Centers where medications are maintained.

D.11.2. Packaging:

Describe how Offeror's pharmacy will package all medications in light-resistant and humidity-resistant containers, as appropriate, and furnish and supply pharmaceuticals and drugs utilizing a unit of use method of packaging and labeled to include, at a minimum, the drug name, strength, lot number, expiration date and manufacturer. If a modified unit of use system, such as a card or blister pack, is utilized, describe each card or pack's labeling as a prescription as required by law.

D.11.3. Liquid and Injectable Medications:

ATTORNEY EYES ONLY

RTP#5_ESI 0455510

Describe how Offeror will provide hypodermic supplies, including needles, syringes and disposal containers that are tamper proof and puncture resistant, and appropriately dispose of or destroy needles, syringes and medically-related infectious or hazardous waste.

D.11.4. Emergency Stock:

Describe how Offeror will provide on-site emergency dose capability for emergency stock of drugs in unit of use packages to be used in emergency situations or until regular delivery of medications.

D.11.5. Discharge:

Describe how Offeror will have the pharmacy fill all prescriptions for a period of two weeks, or in a sufficient quantity to complete the current prescription, whichever is less when offenders leave the IDOC on writ, parole or discharge, as well as provide a two-week prescription (for a total of 4 weeks of medication).

D.11.6. Formulary:

Describe how Offeror will use the approved formulary issued and distributed by the IDOC Medical Director or Chief of Psychiatry. In addition, describe how Offeror will address non-formulary requests by its healthcare providers.

D.11.7. Medication Administration Record:

Confirm whether Offeror will provide a pre-printed monthly computerized Medication Administration Record (MAR), and if it will include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Describe whether the pharmacy will provide all medications upon receipt of a facsimile of a written order or a call-in order from the IDOC's registered nurse, physician or dentist.

D.11.8. On-site Ordering and Delivering:

Describe Offeror's system for both regional/national and local pharmacy services to be used in ordering and delivering medications and the process to verify delivery of the original order.

D.11.8.1. Confirm that Offeror will utilize a facsimile machine for transmission of the hard copy of orders, or a commercial courier or delivery system, if the pharmacy is local, for off-site services.

D.11.8.2. Confirm that Offeror will require the pharmacy to supply all medications within 24 hours after the order submission, Monday through Saturday excepting State holidays.

D.11.8.3. Confirm that Offeror will require the pharmacy to deliver all emergency orders to the requesting Health Care Unit within four hours after the called-in order.

ATTORNEY EYES ONLY

RTP#5_ESI 0455511

D.11.8.4. Confirm that Offeror will require that the pharmacy arrange for Sunday and holiday delivery within a specified time to be established by each Center.

D.11.9. Forms:

Describe how Offeror will provide all forms necessary for ordering, controlled drug log or inventory, offender profiles, prescriptions and other pharmacy forms.

D.11.10. Back-up Plan:

Describe details of Offeror's system for ensuring the retention of all computer-stored data and a backup system for the delivery of services during computer "down time," including, but not limited to accepting call-in orders from a registered nurse, physician or dentist to a pharmacist.

D.11.11. Pharmaceuticals, Supplies, and Prosthetics:

Confirm that Offeror will provide all pharmaceuticals and medical supplies, defined as all medical equipment and commodity items with a unit cost of \$100 or less, and shall supply all offender specific medical equipment and commodity items and prosthetic devices.

D.12. DIAGNOSTIC SERVICES: (40 Points)

D.12.1. Laboratory

Describe how Offeror will provide routine laboratory services with UIMCC, including pick-up and delivery services. Phlebotomy services are to be provided to all institutions. Describe routine services to be conducted on-site and arrangements for emergency laboratory services and timeframes. The Vendor shall arrange for another licensed physician or designee to review, initial and date all laboratory results within 72 hours, to assess the follow-up care indicated, and to screen for discrepancies between the clinical observations and the laboratory results. If a laboratory test is determined to be needed stat, the Vendor shall arrange for the results to be received and reviewed within 24 hours.

D.12.2. Routine and Emergency Radiological Services

The Vendor shall arrange for non-complex radiological services, such as routine chest and extremity x-rays, ultrasounds, and mammography to be provided at each Center for both routine and emergency services. Provide a description of required staffing, certification, equipment, and supplies necessary, and timetables in which services shall be provided and reports read. Ancillary services should be performed on-site whenever possible.

D.12.3. EKG Services:

Describe how Offeror will arrange for EKG Services to be provided at each Center and the equipment, computers, supplies, reports, and timetables that will be provided by Offeror.

ATTORNEY EYES ONLY

RTP#5_ESI 0455512

Describe plans for interpretation by a cardiologist, timelines and emergencies, including significant abnormal results. Discuss annual training for practitioners and nursing staff.

D.12.4. Infectious Disease Control

Describe the Offeror's comprehensive infectious disease control program and manual (the "IDC Plan") promulgated on national standards and guidelines established by the Center for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA). The IDC Plan should include collaborative public health efforts, immunizations, ectoparasite control, inspections, and roles and responsibilities of designated infection control nurses. The IDC Plan must address preventative measures, standards of precautions, treatment, reporting and monitoring activities, and shall set forth an exposure control plan. Further, describe Offeror's method for handling, collection, storage, and disposal of biohazardous waste and materials in accordance with applicable federal and state regulations.

D.12.5. Transplants and Organ Donations

Describe the Offeror's policies and practices for determining a candidate's eligibility for transplants and organ donations. In general, transplantation is not a treatment undertaken by IDOC Health Services (See Section 1.2.12.5 of the contract for further information).

D.13. TELE-HEALTH: (50 Points)

IDOC utilizes Telehealth services for Telemedicine, Tele-psychiatry, HIV, and Hepatitis - C treatment. Such services are provided by UICMC pursuant to an agreement attached hereto. IDOC wishes to expand Telehealth delivery within IDOC to other specialty areas. The services are to be used in conjunction with face-to-face encounters intended to supplement the level of care provided by IDOC and the Vendor (See Appendix 10 for additional details).

D.13.1. Tele-psychiatry may be implemented and utilized upon agreement by both IDOC and the Vendor.

D.13.1.1. Psychiatry services are a critical component of the Comprehensive Mental Health Program. It is the goal of the IDOC to maintain a 55/45 Ratio of on-site psychiatry to tele-psychiatry. In order to assure psychiatric services to mental health population that do not necessitate face-to-face psychiatric care and when on-site services are not available, the Vendor shall provide tele-psychiatry services to ensure access to care. Confirm that Offeror will work with IDOC to maximize the availability of psychiatric services through face-to-face (on-site) and telehealth clinics.

D.13.1.2. Confirm that all aspects of Tele-psychiatry services shall be provided in accordance with current guidelines and practices established by the American Psychological Association, American Psychiatric Association, and American Telemedicine Association, current correctional industry best practice standards and IDOC Administrative Directives, policies and procedures.

ATTORNEY EYES ONLY

RTP#5_ESI 0455513

D.13.1.3. Confirm that psychiatrists providing Tele-psychiatry services will have the necessary training/orientation and ongoing continuing education/professional development to ensure they possess the competencies for the safe provision of quality mental health services.

D.13.2. The Vendor will be responsible for supplying all telehealth equipment at each Center. Provide a detailed description of Offeror's proposed telehealth equipment including the age, transmission speed, resolution, remote camera control, audio quality, data security, and storage capacity.

D.13.3. The telehealth equipment must meet the minimal standards outlined in Section 1.2.13.3 of the Contract and those of the IDOC's Chief Information Officer.

D.13.4. Plans to provide a telehealth network or contract with IDOC for the provision of a telehealth network utilizing the existing IDOC telehealth infrastructure or if Offeror plans to provide their equipment.

D.14. ELECTRONIC MEDICAL RECORDS PROGRAM: (120 Points)

Describe how Offeror will utilize an EMR system approved by IDOC. The system needs to interface with the IDOC's Offender 360 - Offender Management System. Include a description of how the EMR system will be used and implemented in the Centers. Details regarding EMR specifications are contained in APPENDIX 13 - Electronic Medical Record System.

D.14.1. The EMR system must meet the requirements set forth in Section. 1.2.14 of the Contract.

D.14.2. Offender Medical Records:

Describe Offeror's procedures for maintaining an accurate and current medical record for each offender, including but not limited to the following:

D.14.2.1. How Offeror will ensure that medical and mental health staff document all services and encounters in the offender's medical record in the EMR system;

D.14.2.2. How Offeror will ensure that medical records are complete and recorded promptly; and

D.14.2.3. Describe all elements of Offeror's proposed EMR solution including what medical and mental health information and forms will be contained.

D.15. ANCILLARY SERVICES: (25 Points)

D.15.1. Offender Grievance Mechanism:

Describe Offeror's policies and procedures for responding to offenders with health care complaints. These policies and procedures should include review of offender grievances, appeal process, all timelines and informal attempts at resolutions. All grievances must be monitored,

ATTORNEY EYES ONLY

RTP#5_ESI 0455514

tracked, reviewed in CQI, and included in statistical reports. (See Section 3 of Appendix 15 for additional details).

D.15.2. Segregation Review Services

Describe Offeror's plan for medical/mental health clearance prior to any offender's placement in segregation. Offeror's plan should include monitoring and rounds for both medical and mental health welfare checks. Include timelines and proposed monitoring schedules, complete with referral for significant findings and documentation process. Address sick call processes for segregated offenders and attention given to vulnerable populations that are at risk due to continued isolation. Submit a full and complete description of in-cell segregation programming not limited to the placement, assessment, review, rounds and individual and group treatment of offenders in segregation (and all other forms of restrictive housing settings).

D.15.3. Prison Rape Elimination Act (PREA) and Sexual Assault Response Preparedness

Describe Offeror's PREA compliance plan for assessment, determination of immediate health needs, the provision of emergency care for trauma, including testing and prophylactic treatment against sexually transmitted diseases for an alleged victim of sexual assault.

D.15.4. Offender Health Education

Describe Offeror's patient health education program that is accessible to all offenders and include regularly scheduled education for HIV, tobacco use, alcohol and substance abuse, sexually transmitted diseases, chronic illnesses, Hepatitis C, therapeutic diets, oral care, health education for female offenders, mental wellness, and other preventive health measures geared to the special needs of the offender population.

D.15.4.1. Provide health education program samples, including written and audio/visual materials such as brochures and DVDs.

D.15.5. Employee Health Education

Describe the Offeror's employee health education program that provides IDOC employees with occupational health and education materials focused on both employee occupational health issues and offender health issues.

D.15.6. Employee Testing and Inoculations

Describe the Offeror plan to provide Tuberculosis testing, Influenza, and Hepatitis B inoculations and other vaccines to all health care Personnel.

D.15.7. Utilization Review:

Describe how Offeror plans to control and monitor health care costs and cost savings as evidenced in other health care sites. The utilization review process should include direct communication with the IDOC Medical Director and regional directors and provide a tracking

ATTORNEY EYES ONLY

RTP#5_ESI 0455515

system to monitor timelines and appropriateness. The process should include denials and appeals in aggregate and individual reports. Describe the utilization management system that Offeror intends to use, including any third-party utilization management tools.

D.15.8. Continuous Quality Improvement (CQI):

The Vendor shall fully participate in CQI initiatives that are defined and required by the Office of Healthcare Services and the Office of Mental Health Management from planning through study completion, reporting, monitoring, and follow-up. Describe how Offeror will fulfill CQI initiatives, including required meetings, review monitoring and grievance process, and describe any suggested improvements in the CQI process.

D.15.9. Accreditation

The Vendor will pursue accreditation under National Commission on Correctional Health Care ("NCCHC") Standards for Health Services in Prisons, 2014 and subsequent revisions. Describe Offeror's plan to maintain accredited Centers. Full compliance with statewide accreditation is to be completed within 24 months of the date of the Contract.

D.15.10. Discharge Planning

Vendor staff will participate in medical and mental health segments of the IDOC reentry and transition services. Specific initiatives will vary according to districts and counties to assist parole districts with community transition. Describe Offeror's medical and mental health discharge planning and reentry services.

D.15.11. Affordable Care Act Enrollment

Describe how Offeror will ensure enrollment of IDOC's population in Medicaid, including coordination with the Illinois Department of Human Services and HFS for:

D.15.11.1. Post-release medical coverage: Many of the offenders leaving the IDOC are eligible for Medicaid or Medicare upon release. Illinois has a State run insurance exchange but will also rely on the Federal insurance exchange. The Affordable Care Act expands eligibility for Medicaid coverage to 133% of the federal poverty level, and allows for premium assistance up to 400% of federal poverty level. Specific eligibility criteria for Illinois residents have been established.

D.15.11.2. Hospital partial reimbursement: Currently, federal law prohibits offenders from participating in Medicaid while they are in custody. However, according to the Center for Medicare and Medicaid states if an incarcerated person is admitted to a "medical institution" for more than 24 hours, that person, under Medicaid rules, is not considered by Medicaid to be incarcerated during the inpatient stay. Therefore, Medicaid can cover the admission, and federal matching funds are available for the covered services.

ATTORNEY EYES ONLY

RTP#5_ESI 0455516

D.16. VENDOR AND STAFFING REQUIREMENTS: (125 Points)

D.16.1. Requirements

- D.16.1.1.** Provide a staffing plan that includes the number of executive and professional health care personnel defined by category and locations. Identify regional management by discipline, physical locations, and responsibilities. Include selected names and resumes where available.
- D.16.1.2.** Provide a plan for retention of the current contract staff.
- D.16.1.3.** Address strategies and resources for recruitment and retention of staff, including staffing in rural areas. Describe Offeror's hiring, security, training, evaluation, and termination process for employees and subcontractors.
- D.16.1.4.** Describe how Offeror will screen all current and prospective employees, contractors, and subcontractors and parties directly or indirectly affiliated with the Contract.
- D.16.1.5.** Describe the new medical and/or mental health personnel orientation regarding practices, protocols, policies, and procedures at each Center, including how many hours of training will be provided and when the training will be scheduled and received. Describe how Offeror will establish an on-site medical library at each Center for use of medical and mental health staff and what materials the library will include.
- D.16.1.6.** Identify subcontractors and suppliers Offeror intends to use and describe the roles and responsibilities of each Subcontracting agencies should not supplant primary nursing and provider staff. Describe how Offeror will ensure oversight of its subcontractors.
- D.16.1.7.** Describe the duties of the On-site Medical Director as the medical authority and in providing primary healthcare services on a routine basis.
- D.16.1.8.** Provide any alternative staffing and scheduling plans that Offeror currently utilizes and any recommendations of how Offeror can better meet IDOC needs for filling and retention of staff. Provide a description of the databases or services that will be utilized in order to assist Offeror in filling vacant positions. Describe at what level (regional, state or national) Offeror will post available staffing positions and provide examples of where the postings will be published.
- D.16.1.9.** Describe how Offeror will provide on-site staffing for the hours specified in the staffing schedules. Describe how Offeror will provide appropriate replacements to cover the services as scheduled when a replacement is required.

ATTORNEY EYES ONLY

RTP#5_ESI 0455517

- D.16.1.10.** Describe how personnel files will be maintained and the documents the file should include. Verify that the files shall be available to the IDOC Medical Director, IDOC Chief of Mental Health Services, Chief of Psychiatry, or designated staff.
- D.16.1.11.** Provide a description of Offeror's evaluation process along with Offeror's disciplinary participation.
- D.16.1.12.** Describe pre-assignment examination of IDOC or Offeror new employees or employees returning to work.
- D.16.1.13.** Describe the process that will take place in setting up temporary or permanent work schedules, the approval process of the schedules, and what functions are required during scheduled hours.
- D.16.1.14.** Describe the notification process prior to discharge, removal of professional staff or nonrenewal of subcontractors.
- D.16.1.15.** Describe how Offeror plans to encourage and facilitate student, intern, resident, and post IDOC doctoral fellow involvement in programs pursuant to appropriate affiliation agreements.

D.17. MILESTONES AND DELIVERABLES: (25 Points)

- D.17.1.1.** The Vendor is expected to provide Comprehensive Healthcare in a manner that improves the health status of offenders, establishes innovative and cost effective medical and administrative programs, improves the quality of care, provides acceptable cost effective levels of staffing, positively impact the purchasing of pharmaceutical or medical supplies, improves the overall contract performance as evidenced by the outcomes of the Data Collection, Reporting, Quality Improvement Program, Peer Review, and licensure and accreditation requirements. Describe Offeror's plan for complying with the requirements of Appendix 15 and otherwise advancing the goals set forth in the foregoing sentence.
- D.17.1.2.** Describe how Offeror will cooperate with the State in monitoring the delivery of healthcare which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of offices at any IDOC Correctional Center, participate in scheduled meetings, and provide management reports as requested by the State.
- D.17.1.3.** Describe how Offeror shall ensure that each stated performance outcome set forth in Section 4 of Appendix 15 shall be met one hundred percent (100%).
- D.17.1.4.** Describe how Offeror will ensure the success of the Quality Improvement Program, including through the required meetings, review monitoring and grievance process, or if Offeror has suggested improvements in the Quality Improvement Program as outlined in this RFP by IDOC.

ATTORNEY EYES ONLY

RTP#5_ESI 0455518

D.17.1.5. Submit a proposed grievance policy, forms and reporting mechanism as an attachment to its response to this RFP.

D.17.1.6. Submit as an attachment to its response to this RFP a detailed description of the mental health utilization management system that Offeror intends to use, including any third-party utilization management tools.

D.18. OTHER SPECIFICATIONS: (15 Points)

Describe Offeror's experience in providing services related to the following subsections. Offeror may suggest initiatives to assist IDOC in improving service utilizing these subsections.

D.18.1. Collective Bargaining:

Confirm that Offeror agrees to accept the bargaining agreement in effect for the previous vendor contract, and will offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work.

D.18.2. Disaster Recovery Plan:

Provide a Disaster Recovery Plan and procedures for access to offender medical records and financial data in the event of a disaster.

D.18.3. Medical Disaster Plan:

Confirm in accordance with the IDOC Administrative Directives, the On-site Medical Director shall participate in developing procedures for the delivery of medical services in the event of a disaster such as fire, tornado, epidemic, riot, strike, or mass arrests. The procedures shall be implemented by the IDOC Correctional Center Administrator and the Health Care Unit Administrator. The Medical Disaster Plan shall be coordinated with the nearest local disaster agency.

D.18.4. Management Information System:

Confirm that electronic information, software, systems, and equipment, developed or provided will comply with requirements of the Illinois Information Technology Accessibility Act Standards and ONC Health IT Certified Electronic Health Record Technology (CEHRT) requirements.

D.18.5. IDOC Correctional Centers and Equipment:

Confirm that Offeror will work with the Health Care Unit Administrator on the selection and furnishing of the Health Care Units and equipment as appropriate and obtain proper IDOC approvals for purchase. (See Contract Section 1.2.18 for additional details).

D.18.6. Safety, Sanitation, and Infection Control:

ATTORNEY EYES ONLY

RTP#5_ESI 0455519

Confirm that Offeror shall implement an infection control program for IDOC in conjunction with public health officials and shall be responsible for the disposition of medically-related infectious and hazardous waste in accordance with state and federal regulations.

D.18.7. Risk Management:

Describe Offeror's risk management program, including any related policies and procedures.

D.19. EMERGENCY CAPABILITIES (Not Scored)

The State is interested in understanding whether Offeror has the ability to provide nursing staffing services that could be required at other State agencies on an as-needed basis in response to an emergency. This Section 1, Part D.19 is for informational purposes only and will not be evaluated as part of the Offer. Please see Appendix 16.

For additional information on each of the requirements set forth in this Section 1, Part D, see the Contract. The signature page to the Contract must be included with Offeror's Technical Proposal.

PRICING**SECTION 2: PRICING.****E.1 FORMAT OF PRICING:**

E.1.1 Offeror shall submit pricing in the format shown in this Section 2, Part E, based on the terms and conditions set forth in the Contract and this RFP. Offeror's Pricing Proposal shall serve as the basis for the compensation terms of the Contract. Insufficient or incomplete pricing information, or failure to submit pricing in the format required by this Section 2, Part E, may render Offeror's entire Offer Non-Responsive and ineligible for award. Offeror is required to submit one paper original and one paper copy of its Pricing Proposal, along with two copies on CD or USB flash drive, in accordance with Section 1, Part A.8 of this RFP. The State will have the option of evaluating from either the paper form or CD/USB Flash Drive. Offerors will be held responsible for any inconsistencies between the paper copies and the CD or flash drives and IDOC shall not be responsible for determining what was intended to be the correct response. Inconsistent pricing information may result in the Offer being rejected by IDOC and disqualify Offeror from further review and consideration for award.

E.1.2 Pricing shall be submitted with the Pricing Proposal ONLY in the following format:

E.1.2.1 **SCHEDULE D's and E's:** Offeror must complete the Schedule Ds and Schedule E's in accordance with the instructions set forth in Appendix 4 for each Center for each year of the initial contract term and renewal year (*i.e.*, for a total of 10 years).

E.1.2.2 **SCHEDULE E PRICING SUMMARY BY FACILITY:** Offeror must complete the tables below utilizing the FACILITY Total Program Cost from the Schedule E's for each contract and renewal year.

ATTORNEY EYES ONLY

RTP#5_ESI 0455521

Schedule E Summary Table by Center

CENTER	FY2018 (Jan 1, 2018– June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020.– June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31, 2022)
BIG MUDDY						
CENTRALIA						
DANVILLE						
DECATUR						
DIXON						
EAST MOLINE						
GRAHAM						
HILL						
ILLINOIS RIVER						
JACKSONVILLE						
LAWRENCE						
LINCOLN						
LOGAN						
MENARD						
PINCKNEYVILLE						
PONTIAC						
ROBINSON						
SHAWNEE						
SHERIDAN						
SOUTHWESTERN						
STATEVILLE						
TAYLORVILLE						
VANDALIA						
VIENNA						
WESTERN						
Total by Contract Year	\$	\$	\$	\$	\$	
Grand Total (Combined five (5) Original Contract Years)			\$			

ATTORNEY EYES ONLY

RTP#5_ESI 0455522

Schedule E Summary Table by Center (renewal years)

CENTER	FY2023 (January 1, 2023 - June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
BIG MUDDY						
CENTRALIA						
DANVILLE						
DECATUR						
DIXON						
EAST MOLINE						
GRAHAM						
HILL						
ILLINOIS RIVER						
JACKSONVILLE						
LAWRENCE						
LINCOLN						
LOGAN						
PINCKNEYVILLE						
PONTIAC						
ROBINSON						
SHAWNEE						
SHERIDAN						
SOUTHWESTERN						
STATEVILLE						
TAYLORVILLE						
VANDALIA						
VIENNA						
WESTERN						
Total by Contract Year	\$	\$	\$	\$	\$	
Grand Total (Combined five (5) Original Contract Years)				\$		
Grand Total (10 Years combined)				\$		

E.1.2.3 INTAKE ADJUSTMENT RATE: The Monthly Intake Base at certain Centers is set forth in the following table:

Center	Per Intake Adjustment Rate	Intake Base (Offenders)
Stateville R&C:	\$ Submit Amount in Pricing Section Only	1,732
Logan CC:	\$ Submit Amount in Pricing Section Only	196
Graham CC:	\$ Submit Amount in Pricing Section Only	255
Menard CC:	\$ Submit Amount in Pricing Section Only	91

Offeror must complete the Per Intake Adjustment Rate tables below for each contract year and renewal year for the Centers set forth therein. The Vendor will be compensated for each intake of an offender above the Monthly Intake Base set forth in the above table at the "Per Intake Adjustment Rate". The Vendor shall credit IDOC for each intake below the Monthly Intake Base

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at the "Per Intake Adjustment Rate". Intake adjustments shall be made on a monthly basis as part of the reconciliation between IDOC and the Vendor:

Per Intake Adjustment Rate Table

CENTER	FY2018 (January 1, 2018– June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31, 2022)
STATEVILLE R&C/1,732						
LOGAN CC/196						
GRAHAM CC/255						
MENARD CC/91						
Total by Contract Year	\$	\$	\$	\$	\$	\$

Per Intake Adjustment Rate Table (renewal years)

CENTER/POPULATION	FY2023 (January 1, 2023 – June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
STATEVILLE R&C/ 1,732						
LOGAN CC/196						
GRAHAM CC/255						
MENARD CC/91						
Total by Contract Year	\$	\$	\$	\$	\$	\$

E.1.2.4 ANNUAL HOSPITAL UTILIZATION THRESHOLD: Offeror must submit an Annual Hospital Utilization Threshold amount (as defined in Section 3, Part H) for each contract year and renewal year by completing the tables below. The dollar amount below, or such lesser amount as is negotiated between the Vendor and IDOC, will become the Annual Hospital Utilization Threshold utilized in the Contract.

Annual Hospital Utilization Threshold Table

Annual Hospital Utilization Threshold	FY2018 (January 1, 2018– June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31,2022)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$

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Annual Hospital Utilization Threshold Table (renewal years)

Annual Hospital Utilization Threshold	FY2023 (January 1, 2023 – June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined Optional five (5) Contract Renewal Years)						\$
Grand Total (10 Years combined)						\$

E.1.2.5 ELECTRONIC MEDICAL RECORDS (EMR): Offeror must submit its price for an EMR system that complies with Appendix 13 for each contract year and renewal year by completing tables the form set forth below. Offeror must address each pricing option set forth below. The pricing for the EMR system implementation shall be inclusive of deployment, training and maintenance options IDOC may implement the Vendor's EMR system at any time during the term of the Contract in its sole discretion. Offeror must also provide its cost for maintaining 24-hour technical support, along with recovery timetables and costs for minimum recovery times in two hour increments.

Offeror must address the following pricing options:

- a. The Vendor trains IDOC end users, provides developers, and maintains helpdesk vs. the Vendor trains IDOC trainer and IDOC develops templates and maintains helpdesk with support from the Vendor.
- b. The Vendor recommends hardware required at each Center and provides such hardware vs. the Vendor recommends hardware required at each Center and IDOC provides such hardware.
- c. The Vendor hosts storage/data warehousing option and backup vs. the Vendor recommends server capacity for IDOC to provide storage/data warehousing and internal backup.

EMR System Pricing

EMR Table #1	FY2018 (January 1, 2018 – June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022 – December 31, 2022)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$

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RTP#5_ESI 0455525

EMR System Pricing (renewal years)

EMR Table #1	FY2023 (January 1, 2023 June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$
Grand Total (10 Years combined)						\$

- E.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is Estimated \$_____.
- (This section to be completed by IDOC)
- E.3 EXPENSES ALLOWED:** Expenses are not allowed.
- E.4 DISCOUNT:** Offeror shall confirm whether the State may receive a discount for payments within a specified number of days of receipt of a correct invoice by filling in the following: The State may receive a Click here to enter text. % discount for payment within Click here to enter text. days of receipt of correct invoice. This discount will not be a factor in making the award.
- E.5 TAXES:** Offeror's pricing proposal shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request IDOC's Illinois tax exemption number and federal tax exemption information.

Include each component of pricing as set forth in this Section 2, Part E (including all related attachments) in Packet 2 of the Offer. For additional information, see Section 2 of the Contract.

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SECTION 3.

- F. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: The comprehensive program of medical, dental and mental health services are to be provided at the following correctional centers: Big Muddy, Centralia, Danville, Decatur, Dixon, East Moline, Graham, Hill, Illinois River, Jacksonville, Lawrence, Lincoln, Logan, Menard, Pinckneyville, Pontiac, Robinson, Shawnee, Sheridan, Southwestern, Stateville (including the Reception and Classification Center), Vandalia, Vienna and Western. They will also be needed when the proposed facilities are opened, those facilities include: Kewanee Correctional Center, Joliet Treatment Center, Murphysboro Correctional Center, and Elgin Treatment Center.

Value of services performed at this location: Click here to enter text

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STATE OF ILLINOIS

RTP#5_ESI 0455528

STATE SUPPLEMENTAL PROVISIONS**H. RFP Definitions:**

Whenever used in this RFP including schedules and Appendices to this RFP, the following terms will have the meanings defined below.

- 1.1. ASR: Adjusted Service Request Form.
- 1.2. Acceptance: the point in time when the product or equipment has been fully installed and operates in compliance with the Contract, or the State otherwise indicates acceptance in writing.
- 1.3. Administrative Directives or ADs: the IDOC internal policies and procedures that govern the operation of the Centers.
- 1.4. Affiliates: any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with the Vendor.
- 1.5. Ancillary: any supplemental/supportive documents, services, and/or staff.
- 1.6. Annual Hospital Utilization Threshold: An amount equal to projected 12-month expenditures, for Hospital Inpatient Services, Hospital-based Outpatient Services, and/or hospital emergency room and Hospital Non-Institutional Provider Services (NIPS).
- 1.7. CAO: the Chief Administrative Officer, Warden, or Warden's designee at each Center who is employed by IDOC.
- 1.8. CC: correctional center.
- 1.9. Comprehensive Healthcare: both the Comprehensive Medical Program and the Comprehensive Mental Health Program.
- 1.10. Comprehensive Medical Program: safe, adequate and cost-effective medical care and treatment services at the Centers, preferably on-site, including but not limited to, dental, vision, pharmaceutical, radiological, laboratory, optometry, ophthalmology, audiology, medical orthotics/prosthetics, offender health education, long term care services, planning of restricted medical diets, chronic and acute care for dialysis, HIV/AIDS, hepatitis C, hypertension, endocrine disorders, physical/occupational/speech therapy; and arrangements with healthcare provider(s) to provide said services including but not limited to consultation with medical specialists at the Center whenever possible which may differ from methods used to provide services to members of the general public, and supplementary non-hospital and hospital services off-site at local hospitals, outpatient facilities and consultative physician offices, only when such services cannot be safely, adequately and cost-effectively delivered on-site at the Centers.
- 1.11. Comprehensive Mental Health Program: safe, adequate and cost-effective mental health treatment services delivered only on-site at the Centers, including but not limited to, mental health assessment by mental health staff, mental health treatment in accordance with the mental health assessment, monitoring of the offender's mental health status on a regular basis as needed, psychotropic medication, screening for Tardive Dyskinesia, emergency, urgent and routine referrals, and ensure that offenders identified as being developmentally disabled are

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assessed by a qualified mental health professional and provided treatment and monitoring in accordance with their needs.

- 1.12. Deputy Director: the head of a district or division within the IDOC, or his or her designee.
- 1.13. Electronic Medical Record (EMR): an application environment composed of the clinical data repository, clinical decision support, controlled medical vocabulary, order entry, computerized provider order entry, pharmacy, and clinical documentation applications, to support the offender's electronic medical records across inpatient and outpatient environments, and is used by healthcare practitioners to document, monitor, and manage health care delivery.
- 1.14. HFS: the Illinois Department of Healthcare and Family Services and any successor agency.
- 1.15. Health Care Unit: The healthcare area at a Center.
- 1.16. Health Care Unit Administrator: The IDOC employee responsible for supervising the operation and activities of the healthcare unit at a Center.
- 1.17. Health Records: any offender medical or mental health documentation.
- 1.18. HIPAA: Health Insurance Portability and Accountability Act; Public Law 104-191.
- 1.19. Hospital Services: all hospital inpatient, hospital outpatient, and hospital emergency room care and Non Institutional Provider Service (NIPS) claims provided to an IDOC offender in a hospital setting and billed by a hospital to HFS that are paid at the prevailing State rate set by HFS for Medical Assistance recipients at the time of service.
- 1.20. IDOC Chief of Mental Health Services: the individual employed by IDOC, or his or her designee, that oversees the behavioral/mental health services for the Centers. This individual oversees the Contract for IDOC and provides behavioral/mental health direction to the Vendor and IDOC healthcare staff, and will coordinate behavioral/mental health with the IDOC Medical Director.
- 1.21. IDOC Medical Director: the individual employed by IDOC, or his or her designee, that oversees the medical healthcare services for the Centers. This individual oversees the Contract for IDOC and provides medical direction to the Vendor and IDOC healthcare staff, and will coordinate behavioral/mental health with the IDOC Chief of Mental Health Services.
- 1.22. ILCS: Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>
- 1.23. Non-Hospital Services: all professional services, examinations, procedures, lab and/or diagnostic tests, x-rays, treatments, etc. completed in a physician/practitioner's office, clinic or other place of service that IS NOT a hospital setting (hospital inpatient, hospital out-patient department, or hospital emergency room), that are the financial responsibility of the Vendor, and are NOT part of IDOC's hospital services' financial responsibility, even if the physician/practitioner is a hospital salaried employee and the physician/practitioner's office is located on the grounds of the hospital.
- 1.24. Non-Institutional Provider Service Claim (NIPS Claims): all professional services, examinations, procedures, lab and/or diagnostic tests, x-rays, treatments, etc. completed in a hospital setting during a hospital inpatient admission, and/or during a hospital emergency room visit, and/or in a hospital outpatient department as the place of service, and DID NOT occur in a physician/practitioner's office. NIPS claims are paid by IDOC, as they are billed to HFS as NIPS claims and are paid at the prevailing State rate that is set by HFS for Medical Assistance recipients at the time of service.

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- 1.25. Offer: consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by an Offeror.
- 1.26. On-site Medical Director: the Vendor employee at each Center who provides services as a lead worker for staff in such Center's Health Care Unit.
- 1.27. Security Bond: each Offeror is required to provide Security Bond (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security Bond shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to IDOC. The Security Bond shall be forfeited if an Offeror withdraws its Offer before the expiration of the Offer Firm Time or after IDOC issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. The Security Bond submitted by an Offeror will be returned when such Offeror's Offer expires, is rejected, or IDOC enters into a contract with the Vendor, whichever is earliest.
- 1.28. State: the State of Illinois, as represented through any agency, department, board, or commission, including HFS and IDOC.
- 1.29. Third Party: any entity other than IDOC, the Vendor, or any of their respective Affiliates.
- 1.30. Utilization Management or Review: An assessment of the need for and economy of an admission to a healthcare facility or continued hospitalization. The length of the hospital stay is compared with the average length of stay for similar diagnoses.
- 1.31. Vendor Medical Director: the State-wide physician employed by the Vendor to provide direction and oversight to Vendor staff and to interact directly with the IDOC Medical Director to address and solve medical problems arising at the facilities.
- 1.32. Vendor Mental Health Director: the State-wide psychiatrist employed by the Vendor to provide direction to Vendor staff and provide utilization management for mental health services.

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STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURE

I.1. Will Subcontractors be utilized? ☐ Yes ☐ No

A Subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with Subcontractors must include Standard Certifications completed and signed by the Subcontractor.

I.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the Subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Click here to enter text.
 Anticipated/Estimated Amount to Be Paid: Click here to enter text.
 Address: Click here to enter text.
 Description of Work: Click here to enter text.
- Subcontractor Name: Click here to enter text.
 Anticipated/Estimated Amount to Be Paid: Click here to enter text.
 Address: Click here to enter text.
 Description of Work: Click here to enter text.

If additional space is necessary to provide Subcontractor information, please attach an additional page.

- I.3.** For the Subcontractors identified above, Offeror must provide each Subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- I.4.** If the Subcontractor is registered in the Illinois Procurement Gateway (IPG) and Offeror is using the Subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then Offeror must also provide a completed Forms B for the Subcontractor.
- I.5.** Any subcontracts entered into prior to award of the contract are done at the sole risk of Offeror and the applicable Subcontractor(s).

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**STATE OF ILLINOIS
REFERENCES**

RTP#5_ESI 0455532

J. REFERENCES: Provide references from established firms or government agencies (Click here to enter text.) other than IDOC that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

J.1. Firm/Government Agency/University (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.2. Firm/Government Agency/University (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.3. Firm/Government Agency/University (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

J.4. Firm/Government Agency/University (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

Offeror Name: Click here to enter text.

Return Mailing Address: Click here to enter text.

Include RFP Section 1 Part C (OFFER) and applicable forms in SECTION 3 in Packet 3

ATTORNEY EYES ONLY

**STATE OF ILLINOIS
CONTRACT**

RTP#5_ESI 0455533

**Illinois Department of Corrections
Comprehensive Medical and Mental Health Services**

CONTRACT

The parties ("Parties") to this contract (this "Contract") are the State of Illinois acting through the Illinois Department of Corrections ("IDOC") and [] (the "Vendor"). This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire contract between the Parties concerning the subject matter hereof, and in signing this Contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of this Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties, notwithstanding that all of the Parties are not signatory to the same counterpart.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page:

ATTORNEY EYES ONLY

RTP#5_ESI 0455533

ATTORNEY EYES ONLY

**STATE OF ILLINOIS
CONTRACT**

RTP#5_ESI 0455534

**Illinois Department of Corrections
Comprehensive Medical and Mental Health Services****VENDOR**

Vendor Name: Click here to enter text.	Address: Click here to enter text.
Signature:	Phone: Click here to enter text.
Printed Name: Click here to enter text.	Fax: Click here to enter text.
Title: Click here to enter text.	Email: Click here to enter text.
Date:	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Corrections	Phone: 217-558-2200
Street Address: 1301 Concordia Court	Fax: 217-558-2203
City, State ZIP: Springfield, IL 62794	
Official Signature:	Date:
Printed Name:	
Official's Title:	
Legal Signature:	Date:
Legal Printed Name: Click here to enter text.	
Legal's Title: Click here to enter text.	

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ATTORNEY EYES ONLY

RTP#5_ESI 0455535

AGENCY USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
Agency or University Reference #16-97556		Project Title: IDOC Comprehensive Medical and Mental Health	
Contract #		Procurement Method (IFB, RFP, Small, etc.): RFP	
IPB Ref. #		IPB Publication Date:	Award Code:
Sub-Contractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Sub-Contractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Persons with Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Other Preferences?			

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RTP#5_ESI 0455535

ATTORNEY EYES ONLY

RTP#5_ESI 0455536

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: To maintain the health status of offenders, provide unimpeded access to care and services establish innovative and cost effective health care and administrative programs; improve the quality of care and provide acceptable, cost effective levels of staffing, and cost-efficient purchasing and procurement.

1.2. SERVICES REQUIRED: The Vendor will provide Comprehensive Healthcare for offenders at the Centers. Under the direction of the IDOC Medical Director, IDOC Chief of Mental Health Services and Chief of Psychiatry and in accordance with the program definitions and specifications outlined in this Contract (including the specifications set forth in this Section 1.2), the Vendor shall arrange and provide for Comprehensive Healthcare on-site at the Centers and, as necessary, off-site at local hospitals, outpatient facilities and consultative physician offices. IDOC recognizes that methods of delivery of these services may differ from methods used to provide services to members of the general public, but the Vendor shall ensure that all offenders receive adequate and cost effective health care services regardless of place of assignment or disciplinary status.

1.2.1. IDOC RESPONSIBILITIES: IDOC shall perform the following functions and duties:

1.2.1.1. Reconcile, adjust, and pay money due to Vendor in accordance with the terms set forth in this Contract.

1.2.1.2. Maintain IDOC management informational systems ("MIS") of offenders and provide the Vendor access to MIS in accordance with the terms set forth in this Contract for required operational functions.

1.2.1.3. Transport offenders for off-site services or between Centers other than as provided in Section 1.2.3.10; provided that the Vendor shall be responsible for arranging transportation when travel by an emergency vehicle is required.

1.2.1.4. Provide the IDOC Medical Director to:

- a) Oversee the Comprehensive Medical Program at the Centers;
- b) Provide medical direction to the Vendor and IDOC staff;
- c) Provide and update internal policies, procedures and rules that govern all operations of the Centers;
- d) Oversee this Contract, including through the establishment and monitoring contractual performance guarantees; and
- e) Conduct audits to confirm the validity of the performance guarantee results reported and recover liquidated damages as appropriate.

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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1.2.1.5. Provide Health Care Unit Administrators to supervise and oversee the operations and activities of the Health Care Unit at each Center.

1.2.1.6. Provide the IDOC Chief of Mental Health Services to:

- a) Supervise and oversee the Comprehensive Mental Health Program at each Center;
- b) Coordinate offender behavioral/mental health with the IDOC Office of Mental Health Services Administrator;
- c) Provide and update internal policies, procedures and rules that govern all operations of the Centers;
- d) Establish and monitor contractual performance guarantees; and
- e) Conduct audits to confirm the validity of the performance guarantee results reported and recover liquidated damages as appropriate.

1.2.2. VENDOR RESPONSIBILITIES: The Vendor shall provide Comprehensive Healthcare in accordance with the terms set forth in this Contract, which services shall include, but shall not be limited to, the following functions and duties:

1.2.2.1. Provide the Vendor Medical Director to:

- a) Manage and direct a strong, collaborative, multidisciplinary model of health care, and coordinate closely with the IDOC Medical Director and regional directors;
- b) Ensure that all health care services comply with IDOC Administrative Directives and National Commission on Correctional Health Care ("NCCHC") applicable standards; and
- c) Construct an organizational chart identifying oversight and responsibilities, which shall include collaborative teams of regional oversight for all disciplines among Centers.

1.2.2.2. Provide the Vendor Mental Health Director to:

- a) Oversee the Comprehensive Mental Health Program; and coordinate closely with the IDOC Chief of Mental Health Services, Chief of Psychiatry, and regional administrators; and
- b) Coordinate offender behavioral/mental health services with medical and other program services; provide assessment, treatment, evaluation, and psychopharmacologic management of patients.

1.2.2.3. Provide Comprehensive Healthcare using a managed care model with appropriate staffing levels, using only licensed, registered, certified and professionally trained personnel in compliance with applicable law. The Vendor is to provide a full range of health care services under the supervision of a physician licensed by the State. The

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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Vendor Medical Director and regional management will coordinate with the IDOC Medical Director, IDOC Chief of Mental Health Services, Chief of Psychiatry, regional directors, and contract monitors of various disciplines to ensure access with full reporting and accountability for continued monitoring.

1.2.2.4. Process and pay claims for all:

- a) Inpatient hospital services;
- b) Outpatient hospital services;
- c) Hospital emergency room care services; and
- d) Non-institutional provider services (NIPS) and reconciles payments against the Vendor's threshold.

1.2.2.5. Provide biohazard handling.

1.2.2.6. Provide all medical and surgical supplies and equipment associated with the Health Care Units.

1.2.2.7. Provide office supplies and equipment necessary for the execution of this Contract.

1.2.2.8. Process claims and pays for Non-Hospital Services and Tertiary Care in a timely manner.

1.2.2.9. Maintain records in the standard format covering, and in accordance with State requirements for record retention. Such records include but are not limited to, information related to offender comprehensive medical and mental health services, payments disbursed by the Vendor, as well as any pertinent books, documents, papers, and reports related in any way to this Contract or provision of Comprehensive Healthcare.

1.2.2.10. Use separate accounting and reporting systems for each Center in accordance with sound accounting practices. The Vendor shall furnish IDOC with timely reports in mutually agreed upon formats for each Center in accordance with IDOC's accounting practices.

1.2.2.11. Maintain timely, comprehensive auditing and internal quality control procedures as stipulated in this Contract.

1.2.3. MEDICAL CARE SERVICES:

1.2.3.1. The Vendor will provide a network, administration and management of all specialty services necessary or proper to ensure delivery of a Comprehensive Medical Program, including, but not limited to:

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- Audiology
- Dermatology
- ENT
- General Surgery
- Nephrology
- Neurosurgery
- Oncology
- Oral Surgery
- Physical Therapy
- Rehabilitative Services
- Urology
- Cardiology
- Endocrinology
- Gastroenterology
- Infectious Disease
- Neurology
- OB/Gynecology Services
- Ophthalmology
- Orthopedic Surgery
- Podiatry
- Respiratory Services

1.2.3.2. On-Site Specialty Clinics: The Vendor shall operate On-Site Specialty Clinics for offenders who require close medical supervision: All specialists must be board certified in the specialty or be eligible for board certification by the applicable board's standards.

1.2.3.3. Off-site services will be reserved for specialty and emergency care that cannot be provided on site at a Center. The Vendor shall make arrangements with medical and mental health provider(s) to procure said services including, but not limited to, consultation with medical specialists at the applicable Center whenever possible. Supplementary non-hospital and hospital services off-site at local hospitals, outpatient facilities, and consultative physicians shall only be used when such services cannot be safely, adequately and cost-effectively delivered on-site at the Centers.

1.2.3.4. Treatment Plans: The Vendor shall develop a treatment plan for each offender who requires on-going care which shall specify the types of supportive and rehabilitative services that will be provided to such offender.

1.2.3.5. Off-site Provider/Sub-Provider Network: The Vendor shall establish and utilize a network of off-site providers and hospitals to deliver Comprehensive Healthcare in the most cost-effective manner. The Vendor shall monitor and audit its subcontractors and providers, including a review of their respective fiscal, administrative, and programmatic performances to ensure contractual compliance and compliance with applicable state and federal laws and regulations.

1.2.3.6. UIMCC: The Vendor may utilize the UIMCC for specialty services as described in this Section 1.2.3.6:

- a) The Vendor shall refer offenders at the following Centers to the UIMCC for specialty services: Stateville Correctional Center, Pontiac Correctional Center, Sheridan Correctional Center and Dixon Correctional Center.

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- b) The total number of referrals by the Vendor from all of such Centers to the UIMCC shall not exceed 18 inpatient stays and 180 outpatient visits per month unless approved in advance by UIMCC and the IDOC Medical Director. The Vendor's compensation hereunder shall be adjusted for any costs or expenses incurred as a result of the Vendor's failure to comply with the foregoing limitation. The Vendor will ensure that wait times for specialty consultations at the UIMCC are not excessive as determined by the IDOC Medical Director.
- c) Cases referred to the UIMCC should be those requiring Tertiary Care and will be subject to review by the IDOC Medical Director for their appropriateness.
- d) Any referrals to the UIMCC from Centers other than those specified in subsection (a) above shall require the prior approval of the IDOC Medical Director.
- e) The Vendor agrees to be financially responsible for the cost of IDOC security staff salaries and travel expenses at the rate of \$100 per security officer per hour for outpatient visits when time away from the applicable Center exceeds six (6) hours.
- f) The Vendor shall not be responsible for the cost of meals at the hospital for correctional officers who are providing security for hospitalized offenders.

1.2.3.7. Consultations: The Vendor's corporate office shall either approve or deny a consultation request made by the On-site Medical Director within five (5) business days, for any off-site service.

- a) The Vendor and IDOC shall mutually agree upon an appeal/rescind process if a consultation request is denied and an alternative treatment plan shall be submitted.
- b) The Vendor will ensure that any consultation that is approved is conducted in a timely manner within established timeframes agreed upon by the Vendor and the IDOC Medical Director.
- c) The Vendor's utilization review process shall employ nationally recognized physician-generated standards.

1.2.3.8. Dialysis: The Vendor will provide for comprehensive dialysis services at Stateville CC and Graham CC, or at other Centers designated by IDOC, which services shall include the provision of dialysis products, commodities and other related expenses. The average dialysis daily census is 60 beds.

- a) The Vendor shall provide the dialysis services on accordance with a program approved by IDOC, which program shall demonstrate the Vendor's ability to provide on-site dialysis services utilizing comprehensive infection control.
- b) The Vendor shall provide all treatment, routine medication and hospitalization of chronic dialysis offenders, whether related or unrelated to, chronic renal failure or end stage renal disease, including but not limited to, embolectomy and surgical insertion of fistula/graft.

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- c) The Vendor will manage offenders who develop acute renal failure from hospitalization through placement in a Center that provides dialysis.
- d) The Vendor shall be responsible for nephrologists' charges during inpatient hospitalization, such as daily visits, surgery, or other fees. The Vendor will develop and provide required training and minimally, quarterly CQI studies and reports.

1.2.3.9. Women's Health/OB/GYN: The Vendor will provide women's health/OB/GYN services including pregnancy testing when indicated in accordance with IDOC policy, obstetrical supervision and prenatal care. The Vendor shall provide OB/GYN care that meets the needs of pregnant offenders. OB/GYN care shall include age-specific pap-smears, breast examinations, and mammograms for all female offenders. OB/GYN care shall address contraception practices and education for all pre-menopausal females and opiate withdrawal of pregnant offenders.

1.2.3.10. Emergency Care: The Vendor will provide specialized response training and emergency staff on-call coverage. The Vendor must provide on-site emergency treatment procedures including, but not limited to, certification in first aid and emergency procedures and CPR-AED training for health staff and designated IDOC staff members. The Vendor's on-site emergency treatment policies and procedures shall include, but not be limited to, services and equipment required, coordination and participation with security and practice of annual mass disaster drills. The Vendor shall provide on-site emergency services to offenders, staff and volunteers.

- a) The Vendor shall maintain a transportation plan which addresses emergency transportation and includes a description of transportation services that the Vendor will utilize to transport offenders for emergency treatment.
- b) The Vendor will provide ambulance and non-ACLS services for transport to an outside hospital or other location when services are deemed medically necessary. The Vendor shall arrange and pay for transportation by ground ambulance or air ambulance service, when state owned transportation and/or handicapped accessible vehicles are unavailable. The Vendor shall assume responsibility and cost of appropriate alternative transportation for scheduled/routine off-site and emergency care when state owned transportation and/or handicapped accessible vehicles are unavailable.
- c) The Vendor must ensure that transportation, equipment, and staff meet all State requirements.

1.2.3.11. Infirmary/Hospice Services: The Vendor will provide 24-hour infirmary coverage and on-site nursing staff supervised by a registered nurse and 24-hour on-call coverage by a physician. The Vendor shall provide the appropriate level of care and coverage for

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infirmaries and provide medical and surgical supplies and equipment associated with the Health Care Units.

- a) If an offender requires care beyond the capability of the Health Care Unit, the Vendor (i) must arrange for services off-site for both routine and emergency admissions and (ii) will work with the CAO to schedule meetings with representatives from hospitals and other providers in order to coordinate the referral and care of the offender.

1.2.3.12. Long-Term Care: IDOC houses special needs patients requiring assisted daily living in the infirmaries, special units, and general population. The Vendor shall provide long term care services to such patients. Such long term care services must include skilled care, intermediate care, personal care, and specialty medical care, such as ventilator, wound care, and rehabilitation.

1.2.3.13. End of Life Care: The Vendor shall provide a comprehensive end of life program, including a hospice care program for offenders diagnosed with advanced stage illnesses. The end of life program must address, at a minimum, each of the following:

- a) Interdisciplinary, patient directed holistic care;
- b) Pain management;
- c) Emotional and spiritual support;
- d) Palliative, comfort oriented care;
- e) Hospice care team made up of physicians, nurses, chaplains, social workers, dietitians, and hospice volunteers;
- f) Family support;
- g) Utilization of well-trained and appropriately screened offender volunteers;
- h) Bereavement care for survivors, staff and volunteers; and
- i) Linkage to community hospice networks as a resource for training, consultation and volunteers.

1.2.3.14. Screening/Evaluations: The Vendor will provide a comprehensive intake, history, and health assessment of all new offenders. The timeframes for recording the findings of the preliminary screening and evaluation into the offender's medical record shall be in accordance with IDOC Administrative Directives. The Vendor shall provide appropriate periodic health assessments to all offenders based on age and risk-related factors.

1.2.3.15. Transferring/Transferred Offenders: The Vendor shall provide an initial screening of any transferred offender upon such offender's arrival at another Center. The timeframes for recording the findings of the preliminary screening and evaluation into the offender's medical record shall be in accordance with IDOC Administrative Directives.

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1.2.3.16. Additional Assessments: The Vendor shall conduct additional assessments in accordance IDOC policies, including, but not limited to, clearances for food service, classification and other offender work activities and placements, blood and body fluid exposure, chronic disease management, coordination of care for re-entry and discharge, mental health transfers and commitments, and other related health care movement. Mental health required screenings, assessments, and evaluations are to be conducted in accordance with IDOC policies and procedures.

1.2.3.17. Nutritional Care: Special diets shall be prescribed by health care practitioners; standard medical diets are to be agreed upon by the Vendor and IDOC food services. IDOC shall be responsible for the cost of food including special medical diets. The Vendor shall maintain and comply with guidelines to medically prescribe nutritive supplements. The Vendor shall maintain a current list of offenders requiring medical diets.

1.2.4. NURSING SERVICES

The Vendor shall provide nursing coverage 24 hours daily for each Center. The Vendor shall cause the nursing staff to adhere to clinical guidelines or protocols and conduct sick calls accordingly. Nursing sick call shall be held five (5) days a week, Monday through Friday. The Vendor shall maintain a plan for nursing administration that is acceptable to IDOC which shall set forth:

1.2.4.1. Nursing administration supervision;

1.2.4.2. Communication with IDOC security; regularly scheduled meetings;

1.2.4.3. Coordination with incident command system;

1.2.4.4. Tool and key control;

1.2.4.5. Clinical supervision, maintenance of nursing skills and performance management;

1.2.4.6. Scheduling and overtime management;

1.2.4.7. Provision of levels of care for specialized units;

1.2.4.8. Infectious disease control plan; offender and staff TB testing;

1.2.4.9. Triage and assessment;

1.2.4.10. Offender and staff education;

1.2.4.11. Sick call, and health clearances ;

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1.2.4.12. Provider lines and clinics;

1.2.4.13. On-going coordination of medication and sick call activities with security;

1.2.4.14. Continuous Quality Improvement (CQI);

1.2.4.15. Specialty care/wound care;

1.2.4.16. Management of inpatient and special units; and

1.2.4.17. Discharge planning.

1.2.5. DENTAL SERVICES

The Vendor shall provide a comprehensive dental program to offenders consistent with local and federal guidelines and community standards on dental health. The Vendor shall provide clinical oversight for dental services, including on-site and off-site oral surgery. The Vendor's dental program must have established priorities for care, with dental emergencies addressed promptly. Dentists must be licensed in the State and in accordance with departmental rules and regulations on dental care. The Vendor shall provide dental checkups to offenders every 2 years, or more often if clinically indicated, and routine care must be provided no later than 14 days after an offender's request for treatment. The Vendor will provide on-site dental coverage that meets the following requirements:

1.2.5.1. Performing dental examinations and panorex radiographs for offenders arriving at IDOC's four (4) Reception and Classification Centers. An oral screening of each offender shall be conducted within 7 days of such offender's admission to IDOC and an oral examination of each offender shall be performed within 30 days of such offender's admission to IDOC.

1.2.5.2. Providing biennial exams to the offenders in all Centers.

1.2.5.3. Addressing evaluations for offenders with non-specific requests for dental services.

1.2.5.4. Providing emergency dental treatment.

1.2.5.5. Assessing offenders' needs for partial or full dental prosthetics. The Vendor shall provide dental prosthesis when the dentist determines it is medically indicated for mastication. The Vendor shall address replacement or repair costs associated with any dental prosthetic.

1.2.5.6. Providing dental laboratory services to the Centers.

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- 1.2.5.7.** Addressing anterior/posterior extractions, including timeframe and palliative care prior to extraction.
- 1.2.5.8.** Providing initial assessment and repair of an acute facial fracture.
- 1.2.5.9.** Providing periodontal services to address special populations that will require additional services.
- 1.2.5.10.** Restoring offender's teeth according to the American Public Health Association Based Categorization of Dental Patient prioritization, and provision of all dental materials.
- 1.2.5.11.** Addressing consultation and referral services when clinically indicated for oral surgery, periodontal care and care of temporomandibular joint dysfunction (TMJD); subject to utilization review, process and appeal to AMD.
- 1.2.5.12.** Addressing endodontic and orthodontic treatments.
- 1.2.5.13.** Addressing edentulous offender needs.
- 1.2.5.14.** Providing onsite oral surgery services for offenders who have symptomatic impacted and/partially impacted third molars.
- 1.2.5.15.** Providing oral hygiene instruction with nutritional/dietary counseling and literature to offenders.
- 1.2.5.16.** Providing the appropriate medications.
- 1.2.5.17.** Providing all supplies necessary to complete dental radiographs.
- 1.2.5.18.** Ensuring that dentists are active members of the health care team and CQI program to provide review and resolution of grievances, and present departmental issues that are hampering the delivery of dental service.

1.2.6. VISION SERVICES

- 1.2.6.1.** The Vendor shall provide optometry and ophthalmology services, which shall include routine eye examinations, emergency eye care services, prescribing, ordering, dispensing, and fitting of eyeglasses in collaboration with IDOC Correctional Industries.
- 1.2.6.2.** The Vendor's comprehensive optometry services shall additionally include, but not be limited to, screening, diabetic care, providing glasses, visual field testing, acute care, glaucoma care, and thresh holds for corrective lenses and reading aids.

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1.2.6.3. The Vendor shall ensure wait times below six weeks for routine optometry, referral to ophthalmology, and treatment of cataracts and patients requiring corneal transplants.

1.2.7. AUDIOLOGY SERVICES

1.2.7.1. The Vendor shall provide comprehensive audiology services, including screening, diagnostic and prosthesis such as hearing aids and battery maintenance.

1.2.7.2. The Vendor shall ensure that offenders with hearing impairment have access to assistive devices whenever effective communication is compromised due to speech, hearing, or language deficits.

1.2.8. PHYSICAL/OCCUPATIONAL/SPEECH THERAPY

1.2.8.1. The Vendor shall arrange physical therapy services on-site to the extent possible at selected ADA designated facilities.

1.2.8.2. The Vendor shall purchase and maintain basic equipment necessary for physical therapy onsite within each Center, if not already available at a Center.

1.2.9. MENTAL HEALTH SERVICES

The Vendor shall provide a Comprehensive Mental Health Program at each Center in accordance with the terms set forth in this Contract and specified housing needs and treatment units. IDOC currently operates maximum security Residential Treatment Units ("RTUs") at the Pontiac Correctional Center, Dixon Correctional Center (Dixon Psychiatric Unit), and Logan Correctional Center (female facility) and medium security RTUs at the Dixon Correctional Center (Special Treatment Center) and Logan Correctional Center. IDOC may establish other RTUs during the term of this Contract. Individual facility psychiatric housing, special units, and locations are set forth in Appendix 2 hereto. The goal of the Comprehensive Mental Health Program shall be to assist all mentally ill offenders to function within the correctional environment and prepare for their successful reentry into the community. The Vendor shall conduct evaluations and provide all judicial/involuntary commitment services required by applicable State law and IDOC policies and procedures.

1.2.9.1. The Vendor shall utilize the most current version of the Diagnostic and Statistical Manual of Mental Disorders (the "DSM") to diagnose offenders.

1.2.9.2. The Vendor shall include a variety of treatment modalities; provide screening, assessment, evaluation, treatment plans, education, and medication management of mental illness, and neurodevelopmental disorders. The Comprehensive Mental Health Program shall include, but not be limited to:

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- a) Initial appraisal;
- b) Comprehensive evaluation;
- c) Psychological and neuropsychological testing. The Vendor shall be responsible for purchasing and maintaining up to date testing materials/supplies and electronic scoring/interpretation software at all RTU (or higher level of care) Centers. The Vendor shall provide all requested psychological and neuropsychological testing materials up to \$7,500 annually per RTU (or higher level of care) Center. Any request for materials/supplies that exceed the allotted annual expense shall be requested through the ASR process and subject to the ASR guidelines.
- d) 24-hour emergency services;
- e) Crisis prevention, intervention, and stabilization (including PREA-related intervention);
- f) Case management, individual and group therapy; treatment in co-occurring mental health and substance abuse disorders;
- g) Psychiatric services, including, but not limited to, psychiatric evaluation, follow up, psychopharmacologic management, and referral;
- h) 24/7 psychiatric availability for emergency consultation, order clarification, and general consultation from mental health and primary care staff;
- i) RTUs, inclusive of Behavioral Management Unit programming and maximum security mental health treatment programs;
- j) Referral for inpatient hospitalization;
- k) Reentry planning (post release);
- l) Treatment modalities to promote mental health, including:
 - Cognitive Behavioral Therapy;
 - Dialectic Behavioral Therapy;
 - Psycho-educational group activities dealing with mental health issues;
 - Skill building groups focused on increasing-pro-social behavior;
 - Trauma-informed and gender responsive care; and
 - Programming for offenders in segregation.;
- m) A comprehensive suicide prevention program that addresses acutely suicidal and non-acute suicidal offenders. Suicide prevention policies, procedures, and practices shall be consistent with IDOC policy and NCCHC Standards. The Vendor shall ensure that all applicable policies and practices are followed. The Vendor shall provide orientation and training of all health care and security staff on its suicide prevention plan;
- n) Mental health service programs for sex offender, pre-release and civil commitment services and other specified duties required by applicable law and IDOC policies and procedures. The Vendor shall provide the required level of qualified staff to perform expert clinical functions and comply with licensure eligibility, which shall at a minimum comply with the staff requirements set forth on Appendix 8 hereto.

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1.2.9.3. The Comprehensive Mental Health Program shall address the specific needs of:

- a) Reception Centers;
- b) Comprehensive Behavioral Health treatment;
- c) RTUs;
- d) Identified special housing/segregation;
- e) Identified Special Units and Forensic Programs; and
- f) Discharge Planning.

1.2.9.4. RTU Services: The Vendor shall provide multidisciplinary treatment programs, including evenings and weekends.

1.2.9.5. Non-Residential Behavioral Management Services: The Vendor shall provide non-residential behavioral services for general population and segregation offenders.

1.2.9.6. Routine Care: The Vendor shall respond to routine mental health referrals in a timely fashion.

1.2.9.7. Emergency Care: The Vendor shall respond to emergency mental health referrals the same day and in a manner clinically appropriate to the emergency.

1.2.9.8. Individualized Treatment Plans: Vendor shall develop and implement an individualized treatment plan upon a mental health case being opened.

1.2.9.9. Group Therapy: The Vendor shall provide a comprehensive group therapy program as the primary mode of treatment when deemed clinically appropriate.

1.2.9.10. Psychotropic Medication: The Vendor shall ensure that psychotropic medications or other forms of pharmacotherapy are prescribed and observed.

1.2.9.11. Tardive Dyskinesia: The Vendor shall screen offenders who are on anti-psychotic medications for Tardive Dyskinesia.

1.2.9.12. Crisis Management Services: The Vendor will provide crisis management of behavioral and/or psychiatric emergencies, such as management of the suicidal, self-mutilating, or de-compensating offender.

1.2.9.13. Reentry/Discharge planning: The Vendor shall collaborate with IDOC staff to develop and administer a coordinated program of medical and mental health discharge

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planning to link offender with appropriate community agencies and coordinate with IDOC's transitional planning process.

1.2.9.14. Mental Health Coverage:

- a) **Work Schedules:** The Vendor shall provide staggered work schedules and schedule psychiatric assignments, to include evenings, weekends, and holidays for increased offender access, as well as crisis response. The work schedules shall be subject to approval by IDOC and shall be responsive to the evolving needs of the Centers.
- b) The Vendor shall provide coverage at reception Centers and facilities designated as medium or maximum security until 8:00 p.m., Sunday through Saturday and holiday coverage shall be provided at all maximum and RTU facilities. The Vendor shall provide telephone on-call services and the capability for onsite response at all Centers 24 hours per day, 7 days per week. From 8:00 a.m. to 4:00 p.m. the Vendor shall ensure that a psychiatrist is available for onsite response to each Center within three (3) hours of notification.
- c) Significant absence of mental health staff to attend off-site meetings/trainings should be coordinated with the IDOC Regional Deputy Chiefs and CAOs. The Vendor shall maintain a per diem pool of mental health professionals, including psychiatrists, whose professional credentials and security clearances have been properly submitted and cleared by IDOC. All per diem staff is required to complete IDOC orientation and on-site orientation prior to the commencement of duty.
- d) The Vendor shall ensure that at each Center it provides on-site mental health services, 51% of the on-site contractual mental health staff (excluding psychiatrists) are licensed as a Clinical Psychologist, Licensed Clinical Social Worker (LCSW) or Licensed Clinical Professional Counselors (LCPC).

1.2.10. SEX OFFENDER SERVICES

The Vendor will conduct sex offender assessments and evaluations and provide all related services required by applicable State law and IDOC administrative directives, policies, and procedures. These programs shall be provided by the Vendor under the clinical and administrative direction of IDOC's Coordinator for Sex Offender Services. The Vendor shall provide, at a minimum, the following:

- 1.2.10.1. Assessments:** Completion of sex offender specific risk assessments at each of the Reception and Classification Centers on all offenders committed to IDOC. These initial assessments shall, at a minimum, include a Static-99R and a SOTIPS to address both

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static and dynamic risk factors. The assessments shall be utilized to guide the placement of each offender into a sex offender specific treatment program. The Vendor shall complete assessments, approved by the IDOC Coordinator for Sex Offender Services, throughout the incarceration of each offender to construct case management planning, monitor treatment progress, develop re-entry plans, and assist in guiding supervision strategies for those offenders who are released and parole/MSR.

1.2.10.2. Sexually Dangerous Persons Evaluations: Overall coordination for and the evaluation and assessment on individuals committed to IDOC under the Sexually Dangerous Persons Commitment Act (725 ILCS 205/1 *et seq.*) as ordered by any court.

1.2.10.3. Sexually Violent Persons Evaluations: Overall coordination for and the evaluation and assessment of adult and juvenile offenders under the Sexually Violent Persons Commitment Act (725 ILCS 207/1 *et seq.*)

1.2.10.4. Treatment Programs: Delivery of sex offender treatment programs with licensed sex offender treatment providers. The sex offender treatment programs will be made available at the following five Centers: Big Muddy River, Graham, Lawrence, Taylorville, and Lincoln/Logan (split staff). The Center-based treatment programming will vary in levels of intensity and include tier-based programming offering tracks for low, medium and high risk offenders. The Vendor will collaborate with IDOC reentry staff to ensure that community treatment services are established prior to release.

1.2.10.5. Pre-Release Evaluations: Completion of pre-release evaluations six (6) months prior to MSR or parole on sex offenders incarcerated in the IDOC, in accordance with 730 ILCS 5/3-6-2(j).

1.2.10.6. Legal Records: Provide records and data acquisition, management, and dissemination to ensure collection of all available documentation for each evaluation set forth in this Section 1.2.10.

1.2.10.7. Specific staff requirements for the Vendor are set forth in Appendix 8 hereto, under the heading Staff Requirements and Job Descriptions – Sex Offender Evaluation Unit.

1.2.11. PHARMACY SERVICES

The Vendor shall provide a comprehensive pharmaceutical program for all prescription and non-prescription medication in accordance with this Section 1.2.11. All services and prescribing practices must comply with state and federal laws, regulations, and provisions of the Illinois Pharmacy Practice Act (225 ILCS 85/1 *et seq.*) The Vendor's pharmacy operations will be managed by licensed pharmacist(s) and the Vendor will provide qualified medication room

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assistants to stock and organize the Center medications rooms. The Vendor will arrange for immediate emergency prescription medications, fill, and deliver non-emergency medications within 24 hours, Monday through Saturday (except holidays), and shall identify back up pharmacy services. The Vendor shall provide all related pharmaceutical supplies including needles, syringes and disposal containers, all packaging and materials, all computers and equipment including courier or delivery system, all distribution, all destruction process, and all courier services.

1.2.11.1. The Vendor's pharmaceutical program shall include, but not be limited to:

- a) An approved formulary;
- b) Over the counter (OTC) medications;
- c) Non formulary request process;
- d) Keep on person (KOP) program;
- e) IV drugs;
- f) Pharmacist participation in CQI and Pharmacy & Therapeutics Committee;
- g) Patient labeled medications for unit dosing;
- h) Non-emergency medications;
- i) Emergency stock of medications;
- j) Voluntary/involuntary psychotropic medication records;
- k) Inventory record and controlled substance accountability-perpetual inventory;
- l) Medication Administration Record (MAR) utilization with monthly reports, five year records maintenance;
- m) Controlled substance accountability;
- n) Monthly statistic including pharmacy and nursing errors;
- o) Return and refund of unused medications; accountability and destruction process;
- p) Pharmacy consultation, quarterly inspections and inventory records;
- q) Patient education;

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- r) DEA license verification and institutional licensure;
- s) Medication renewal tracking system;
- t) Drug storage and delivery services;
- u) Stock medications: an adequate supply for each Center's medication room to cover the first 48 hours of designated prescribed medication; and
- v) Discharge/release medications in accordance with IDOC policies for discharge, work release and transition centers and other programs;

1.2.11.2. If IDOC participates in a statewide pharmaceutical purchasing agreement during the term of this Contract, the Vendor agrees to utilize that agreement to obtain all pharmaceuticals.

1.2.12. DIAGNOSTIC SERVICES

1.2.12.1. Laboratory: The Vendor will provide routine laboratory services with UIMCC, including pick-up and delivery services. The Vendor shall provide phlebotomy services at all Centers. The Vendor shall arrange for another licensed physician or designee to review, initial and date all laboratory results within 72 hours, to assess the follow-up care indicated, and to screen for discrepancies between the clinical observations and the laboratory results. If a laboratory test is determined to be needed stat, the Vendor shall arrange for the results to be received and reviewed within 24 hours.

1.2.12.2. Routine and Emergency Radiological Services: The Vendor shall arrange for non-complex radiological services, such as routine chest and extremity x-rays, ultrasounds, and mammography to be provided at each Center for both routine and emergency services. Ancillary services should be performed onsite at the applicable Center whenever possible. Offsite ancillary services should be scheduled when possible; provided that any associated costs shall be the responsibility of the Vendor. All ancillary services and all testing results will be shared with the offenders.

1.2.12.3. EKG Services: The Vendor will arrange for EKG Services to be provided at each Center and all related equipment, computers, supplies, reports, and timetables shall be provided by the Vendor. The Vendor must provide for interpretation by a cardiologist, timelines and emergencies, including significant abnormal results. The Vendor must provide annual training for practitioners and nursing staff.

1.2.12.4. Infectious Disease Control: Vendor shall maintain a comprehensive infection control program and manual promulgated on national standards and guidelines established by the Center for Disease Control (CDC) and Occupational Safety and Health

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Administration (OSHA), which plan (a) shall include collaborative public health efforts, immunizations, ectoparasite control, inspections, and roles and responsibilities of designated infection control nurses, (b) must address preventative measures, standards of precautions, treatment, reporting and monitoring activities and shall set forth an exposure control plan and (c) shall address methods for handling, collection, storage, and disposal of biohazardous waste and materials in accordance with applicable federal and state regulations. The Vendor shall assume all costs related to these practices.

1.2.12.5. Transplants and Organ Donations: The Vendor agrees to the following: In general, transplantation is not a treatment undertaken by IDOC Health Services. Should an offender be a candidate for a transplant, he/she could be eligible as long as he/she undertakes all financial obligations related to the transplant including, but not limited to, lab work, x-rays, hospitalizations, all medication related to the transplant, any complication related to the transplant, transportation, and security. The same will apply for any offender wishing to be an organ donor to a family member. The IDOC Medical Director has the authority to make exceptions to the above where he/she deems it appropriate. The Vendor will not be held responsible for costs in those cases except for tissue transplantation such as corneal transplants. The Vendor shall be responsible for all post-transplant care for those offenders who have had their transplants prior to incarceration.

1.2.13. TELEHEALTH

IDOC utilizes Telehealth services for Telemedicine, Tele-psychiatry, HIV, and Hepatitis - C treatment. Such services are provided by UICMC pursuant to an agreement attached hereto. IDOC wishes to expand Telehealth delivery within IDOC to other specialty areas. These services are to be used in conjunction with face-to-face encounters intended to supplement the level of care provided by IDOC and the Vendor. The Vendor is responsible for supplying all telehealth equipment at each approved Center that meets the minimal standards outlined in this Contract and that of the IDOC's Chief Information Officer. This equipment shall become the property of IDOC upon the termination of the Contract. It is IDOC's responsibility to provide all network and/or Ethernet connections as required to operate the equipment at each Center.

1.2.13.1. TELEHEALTH for Treatment of HIV/AIDS and Hepatitis C patients: The Vendor shall follow and utilize IDOC's Interagency Agreement with UIMCC for the treatment of HIV/AIDS and Hepatitis C through utilization of telemedicine.

- a) The Vendor shall arrange with medical and mental health provider(s) to provide said services including, but not limited to, consultation with medical specialists at the Center whenever possible, inclusive of telehealth, if approved by IDOC Medical Director.

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1.2.13.2. Tele-psychiatry may be implemented and utilized upon mutual written agreement of the Vendor and IDOC. The following are the minimum conditions/stipulations for the use of tele-psychiatry:

- a) The Vendor shall comply with all of IDOC's policies, procedures, and protocols governing tele-psychiatry services.
- b) Tele-psychiatry services shall be provided in accordance with current guidelines and practices established by the American Psychological Association, American Psychiatric Association, and American Telemedicine Association, current correctional industry best practice standards and IDOC Administrative Directives, policies, and procedures.
- c) All aspects of HIPAA (and State privacy requirements) apply to the encounter and transmission of medical record information to protect offender's privacy.
- d) The service based solution shall be accompanied by a privacy policy stating that data is protected and will not be shared with third parties. Such policy statements must be provided to IDOC prior to the services being used.
- e) Psychiatrists providing tele-psychiatry services shall have the necessary training/orientation and ongoing continuing education/professional development to ensure they possess the competencies for the safe provision of quality mental health services. Remote site and consultant personnel must be properly licensed.
- f) If the tele-psychiatry encounter involves more than one state, psychiatric staff must be licensed both by the transmitting and the receiving state (i.e., the State).
- g) Each psychiatric staff member must be covered by liability and malpractice insurance for each state in which they are providing tele-psychiatry services.
- h) All tele-psychiatrists shall be expected to participate in a 30 minute mental health team meeting with a designated MHP for tele-psychiatry when scheduled. The site Telehealth Coordinator or the involved psychiatrist shall document this on the Tele-psychiatry Patient Log as "Mental Health Team Meeting". If for some reason a mental health team meeting does not occur for a scheduled tele-psychiatry clinic due to the Vendor or psychiatrist cancellation, then the "Mental Health Team Meeting" shall not be documented on the Tele-psychiatry Patient Log, nor shall this time be reimbursed by IDOC.
- i) The site Telehealth Coordinator or involved psychiatrist shall document on the Tele-psychiatry Patient Log the actual time of start and finish for any "Mental Health Team Meeting", not to exceed 30 minutes, unless clinically necessary.

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- j) The psychiatrist providing Tele-psychiatry Service shall remain directly available as required via teleconference or video to mental health staff until completion of the scheduled tele-psychiatry clinic. For example, if the tele-psychiatry clinic is scheduled to run from 7:00 a.m. to 5:00 p.m., the psychiatrist shall be available until 5:00 p.m. The site Telehealth Coordinator or involved psychiatrist or appropriate designee shall document these times on the Tele-psychiatry Patient Log.
- k) The psychiatrist shall document on the Tele-psychiatry Patient Log when a mental health treatment plan is completed for each psychiatric evaluation or psychiatric decompensation or diagnosis change or diagnosis addition. Also, completed AIMS shall be documented on the Tele-psychiatry Patient Log.
- l) Tele-psychiatry hours shall be documented on the Tele-psychiatry Patient Log and submitted in writing, to the IDOC Contract Monitor or designee, by the Vendor for payment. IDOC shall provide approval/denial (with explanation) of the Tele-psychiatry Log within five (5) Business Days; after five (5) business Days the Tele-psychiatry Log shall be deemed approved. This documentation shall include:
 - 1. The scheduled case type, whether Routine follow-up evaluation, Psychiatric Diagnostic evaluation or Complex follow-up evaluation;
 - 2. Scheduled appointment time;
 - 3. Offender's name and identification number;
 - 4. The actual time spent face-to-face with the scheduled offender during the evaluation;
 - 5. Resulting case type: whether Psychiatric Diagnostic Evaluation, routine or complex follow-up evaluation;
 - 6. Comments for describing operational delays;
 - 7. Completion of mental health treatment plan and completion of AIMS when required;
 - 8. Sign on and sign off monitor screen time for tele-psychiatrist for the Tele-psychiatry Clinic;
 - 9. Actual time first offender began their scheduled appointment and the actual time the last scheduled offender was seen by the psychiatrist.
- m) Tele-psychiatry hours that were previously scheduled and approved may be utilized based upon the institutional needs of the IDOC tele-psychiatry Site during a lockdown period or operational delay.
 - 1. The psychiatrist shall document the start and stop time(s) of the Lockdown or Operational Delay in the Comment Section for Operational Delays.
 - 2. Lockdowns and Operational Delays are submitted to the IDOC daily for review and approval in accordance with item "l" above.

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3. If operationally feasible, during a lockdown or operational delay, the psychiatrist shall document chart reviews for the scheduled offenders. These chart reviews will be inclusive of the previous 12 months of psychiatric treatment and include but not limited to psychotropic medication trials, responses, other therapeutic interventions, metabolic monitoring reviews and data pertinent to the ongoing care of the offender.
 4. Payment to Vendor for tele-psychiatry hours during a Lockdown or Operational Delay shall be based upon the Scheduled Case Type time increments.
 5. If a lockdown is anticipated to extend past 24 hours, the vendor will be notified and the tele-psychiatry Clinic may be cancelled at the request of IDOC.
 6. Upon cancelation, psychiatric services will be assigned by the Chief of Psychiatry to another IDOC facility where psychiatric evaluation and follow-up are to be performed.
 7. If the vendor or psychiatrist refuses to provide psychiatric services at the assigned facility, the vendor shall not be reimbursed.
 8. Cancelled tele-psychiatry Clinics shall be rescheduled and the hours for the clinic are to be completed unless agreed upon by the Chief of Mental Health or the Chief of Psychiatry for IDOC.
- n) Per Contract, the Vendor shall be compensated at the hourly psychiatrist rate for the scheduled clinic period. The following defined time guidelines shall be used for scheduling tele-psychiatry clinics and for cancelled Clinic reimbursement only: Psychiatric Evaluation 60 minutes, Complex Psychiatric Follow-up Evaluation 30 minutes, Routine Psychiatric Follow-up Evaluation 20 minutes, and Mental Health Team Meeting 30 minutes.
1. Offenders being evaluated via tele-psychiatry will be seen for up to 20 minutes for Routine psychiatric follow up evaluations. This time shall typically include 15 minutes of face-to-face time and 5 minutes for documentation. Offenders requiring a Psychiatric Diagnostic evaluation will be seen for up to 60 minutes. This time shall typically include 45 minutes face-to-face time with the offender and up to 15 minutes for documentation. Offenders requiring Complex follow up evaluations will be seen for up to 30 minutes. This time shall typically include 25 minutes of face-to-face time and 5 minutes for documentation. The Psychiatric Progress Note will support the need for a complex follow-up.
 2. The time guidelines shall be adjusted to accurately reflect required documentation completion times for documentation requirements established in the IDOC Mental Health Standard Operating Procedures (SOP)

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Psychiatric Provisions. Estimated time lines are as follows these estimates shall be adjusted based on actual performance:

- i. Psychiatric Progress Note: 15 minutes completion time;
 - ii. Treatment Plan Document: 15 minutes completion time;
 - iii. Initial Psychiatric Evaluation Report: 60 minutes completion time.
3. Upon initial implementation of the Mental Health SOPs, the vendor shall have 90 days to implement and train psychiatrists on the new documentation requirements. During the 90 Day period, the vendor will be held to required Schedule E hours.
 4. IDOC shall not be responsible for reimbursing vendor for clerical duties associated with each scheduled tele-psychiatry clinic that could be performed by ancillary personnel. For example, printing of offender medical documentation sent from host site. Vendor will be responsible for providing all medical files necessary for the tele-psychiatrist to perform his/her duties for completion of the evaluation type.
 5. All tele-psychiatry equipment is expected to be in working order at the host site and from the off-site tele-psychiatrist location at the time of the scheduled tele-psychiatry clinic. If a connection cannot be established from the tele-psychiatrist off-site to the host site or from the host site to the off-site tele-psychiatrist, the scheduled tele-psychiatry Clinic will be cancelled until such time that the tele-psychiatry connection is established. If the scheduled tele-psychiatry Clinic is cancelled due to equipment malfunction, IDOC shall not be responsible for reimbursement of vendor. If cancelled due to equipment malfunction, the tele-psychiatry clinic shall be rescheduled and the hours for the clinic are to be completed unless agreed upon by the Chief of Mental Health or the Chief of Psychiatry for IDOC.
 6. Due to the nature of psychiatric care there can be fluctuations in need based on circumstances that arise during treatment. If questions arise on the appropriateness related to tele-psychiatry sessions, the following shall be used to determine appropriateness:
 - i. An overall psychiatric treatment productively level averaging to the level of offenders per hour within the criteria and time frames guidelines outlined in item 1 and 2 above;
 - ii. Comparison with on-site psychiatrist productivity;
 - iii. Hours provided do not exceed the scheduled hours approved by IDOC;
 - iv. Consultation with the onsite IDOC Mental Health Professional Consultation and review by the vendor Chief of Psychiatry.
 - v. A review by the IDOC Chief of Psychiatry who shall provide final determination.
- o) Psychiatry services are a critical component of the Mental Health Program. The Vendor and IDOC shall work together to maximize the availability of psychiatric

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services through face-to-face (on-site) and telehealth clinics. It is the goal of the IDOC to maintain a 55/45 Ratio of on-site psychiatry to tele-psychiatry. In order to assure psychiatric services to mental health population that do not necessitate face-to-face psychiatric care and when on-site services are not available the vendor shall provide tele-psychiatry Services to ensure access to care. IDOC and the Vendor shall meet quarterly to review the delivery of psychiatry services, the use of tele-psychiatry, and on-going recruitment and hiring of on-site psychiatrists.

- p) Tele-psychiatry hours exceeding the approved Staffing Scheduled shall not be paid unless approved in advance by the CAO, according to the procedures outlined by the CAO and Psychology Administrator and/or IDOC Chief of Mental Health and/or IDOC Chief of Psychiatry. Tele-psychiatry hours shall not be paid in the absence of a report that is reflective of the criteria set out by subsection l above. Said report shall be submitted to the IDOC contract monitor or designee within 24 hour of the tele-psych clinic being provided and verified by the appropriate IDOC personnel. Verified reports will be provided to the business administrator for use during monthly reconciliations.

1.2.13.3. All telehealth services must utilize end-to-end encryption based upon published and peer-reviewed standards and comply with HIPAA data transmission standards for health care information.

- a) Video transmission must have minimal video resolution of 720x480 pixels at 29.97 frames per second rate.
- b) The system shall include capacity for remote camera control on the offender end for close-ups views.
- c) The system shall include audio capacity at 7 kHz full duplex with echo cancellation (capable of eliminating room return audio echo), with easy-to-use mute function and volume adjustment.
- d) The system shall have capacity for software upgrades as improvements become available
- e) The Vendor is responsible for all cost and communication line charges associated with tele-psychiatry services conducted from a location that is not a Center.

1.2.13.4. Within thirty (30) calendar days of date on which this Contract was awarded, the Vendor shall submit to IDOC a telehealth plan designed to expand telemedicine services over the term of this Contract. This plan is subject to approval by IDOC. The

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Vendor shall review the plan semi-annually and revise the plan as needed based on analysis of utilization trends and the telehealth program's goals. A report of the analysis and plan revisions shall be submitted to IDOC upon IDOC's request. Any revision to the Vendor's plan is subject to IDOC's written approval. An annual report on the effectiveness of the telemedicine program goals should be submitted to IDOC annually and shall include an assessment of the program's efficiency, quality, and offender satisfaction. The telehealth plan should include:

- a) Physical location/IDOC site;
- b) Maintenance and upkeep of hardware and software;
- c) Documentation of schedules and services;
- d) Capacity for delivery of telehealth clinical health services to IDOC offenders;
- e) Current experience with the use of telehealth in the correctional setting;
- f) Licensing/training of professional staff at each Center and remote staff;
- g) Plans to provide a tele-health network or contract with IDOC for the provision of a telehealth network utilizing the existing IDOC telehealth infrastructure or if the Vendor plans to provide their equipment;
- h) If the Vendor intends to supply equipment, a detailed description of the equipment including the age, transmission speed, resolution, remote camera control, audio quality, data security and storage capacity, and a breakdown of all associated costs and fees.

1.2.14. MEDICAL RECORDS HEALTH INFORMATION MANAGEMENT DATABASE

Electronic Medical Record: The Vendor should utilize an EMR system approved by IDOC and conforming to the specifications for the Vendor's EMR solution set forth in Appendix 13 – Electronic Medical Record System. The EMR system needs to interface with the IDOC's Offender 360 - Offender Management System.

1.2.14.1. The EMR system must support the capability for:

- a) Data collection, containing a management information system utilized for statistical data;
- b) Reporting capability to generate reports for appropriate CQI and other analysis;
- c) Performance and outcomes for service delivery and care;
- d) Required meetings and communications; systematic aggregate reporting; and

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e) Accountability and documentation of comprehensive management.

F.1.1.1. The Vendor shall be responsible for all dictation services, including transcribing dictation into medical reports, evaluations and records, and ensuring that the dictation services are kept current and completed within three days after each medical service.

F.1.1.2. The Vendor shall obtain signed consent forms when necessary and to place the forms in the offender's medical record.

1.2.15. ANCILLARY SERVICES

1.2.15.1. Offender Grievance Mechanism: The Vendor shall maintain policies and procedures for responding to offenders with health care complaints. These policies and procedures should include review of offender grievances, appeal process, all timelines and informal attempts at resolutions. All grievances must be monitored, tracked, reviewed in CQI, and included in statistical reports. , in accordance with Appendix 15 hereto.

1.2.15.2. Segregation Review Services: The Vendor shall maintain policies and procedures for medical/mental health clearance prior to placement in segregation. Such policies and procedures should include monitoring and rounds for both medical and mental health welfare checks and shall include timelines and proposed monitoring schedules, complete with referral for significant findings and documentation process. Such policies and procedures shall address sick call processes for segregated offenders and attention given to vulnerable populations that are at risk due to continued isolation. The Vendor shall provide segregation services in accordance with IDOC Administrative Directives, policies and procedures. The Vendor shall submit a full and complete description of in-cell segregation programming not limited to the placement, assessment, review, rounds and individual and group treatment of offenders in segregation (and all other forms of restrictive housing settings)

a) The Vendor shall provide consultation services in the prison disciplinary process and provide input to the adjustment committee regarding mental health issues, particularly those impacting Seriously Mentally Ill (SMI) offenders.

b) Rounds are to be performed according to policy. A monthly review of segregation logs should not fall below 85% for a period of three consecutive months.

1.2.15.3. Prison Rape Elimination Act (PREA) and Sexual Assault Response Preparedness: The Vendor will follow the IDOC Administrative Directive entitled "Sexual Assault Prevention, Investigation Victim Support and Reporting."

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- a) The Vendor shall ensure that the initial assessment of an alleged sexual assault includes an assessment of the injury and determination of immediate health needs, the provision of emergency care for trauma, and a determination if the sexual assault was recent.
- b) Testing and prophylactic treatment against sexually transmitted diseases shall be initiated. Mental health treatment will be provided.
- c) The Vendor shall work in conjunction with the facility PREA coordinator to establish a MOU between the Center, the Vendor, and the county hospital.
- d) A SANE (Sexual Assault Nurse Examiner) nurse who is qualified and certified shall be provided by the Vendor to perform forensic examinations of sexual assault victims, and to ensure proper victim care and proper collection of evidence.
- e) Due to the collection of forensic evidence, the SANE nurses shall not be on staff roster of IDOC or the Vendor.
- f) Employee orientation and annual in-service training will include curricula in sexual abuse, sexual harassment and IDOC's zero tolerance policy. The training shall include how to recognize signs and symptoms of sexual abuse, or misconduct, ways that offenders may report incidents of sexual conduct and the right of the offender, employee or contracted staff to be free from retaliation for reporting sexual abuse.

1.2.15.4. Offender Health Education: The Vendor shall provide a patient health education program which shall be accessible to all offenders and include regularly scheduled education for HIV, tobacco use, alcohol and substance abuse, sexually transmitted diseases, chronic illnesses, Hepatitis C, therapeutic diets, oral care, health education for female offenders, mental wellness, and other preventive health measures geared to the special needs of the offender population.

- a) Documentation of patient education must be included in the health record.
- b) The Vendor shall also provide offender-specific training as required, including peritoneal dialysis training as needed.
- c) The Vendor shall provide an orientation of services to all offenders following the admission or transfer to a Center with site-specific instructions and a written copy of the instructions to the offender.
- d) The Vendor shall provide interpreter services to offenders requiring assistance for delivery of care.

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1.2.15.5. Employee Health Education: The Vendor, where appropriate, shall provide IDOC employees with an occupational health and education program and educational material. The program and material shall focus on both employee occupational health issues and offender health issues. The Vendor shall develop the content of the employee health education program in consultation with, and subject to the approval of, the Office of Health Services. The topics covered shall include:

- a) Infectious diseases that arise in a correctional facility, including HIV, Hepatitis, tuberculosis, influenza and MRSA;
- b) In-service sessions that promote health and help prevent disease and exposure to disease;
- c) CPR and first aid;
- d) Response to emergency or disaster conditions;
- e) Intake screening;
- f) Signs and symptoms of mental illness;
- g) Alcohol, drug abuse and withdrawal;
- h) Suicide prevention;
- i) Character disordered offenders; and
- j) Sexually aggressive offenders.

1.2.15.6. Employee Testing and Inoculations: The Vendor shall offer tuberculosis testing, influenza, and hepatitis B inoculations and other vaccines to all health care personnel.

- a) The Vendor shall provide such testing and inoculation services to all IDOC employees; provided that IDOC shall provide the vaccines.
- b) The Vendor shall ensure that all medical and mental health personnel with direct patient care contact receive annual tuberculosis testing.
- c) The Vendor shall maintain an up to date database of all tested IDOC personnel. The Vendor shall provide the Office of Health Care Services with records of testing and inoculations provided to IDOC employees.

1.2.15.7. Utilization Review: The Vendor shall have plans to control and monitor health care costs and cost savings as evidenced in other health care sites. The utilization review

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process should include direct communication with the IDOC Medical Director and regional directors and provide a tracking system to monitor timelines and appropriateness. The process should include denials and appeals in aggregate and individual reports.

1.2.15.8. Continuous Quality Improvement: The Vendor shall fully participate in Continuous Quality Improvement ("CQI") initiatives that are defined and required by the Office of Healthcare Services and the Office of Mental Health Management from planning through study completion, reporting, monitoring and follow-up. The Quality Improvement Committee shall meet monthly and also be responsible for the annual review if the total operation of the healthcare unit and approval of all healthcare policies and procedures.

- a) The Vendor should have a CQI program that span all disciplines and regularly monitors and improves health care delivery and clinical outcomes. The Vendor's local and statewide CQI program(s) shall include the active participation of clinical managers including the responsible physician, frequency of meetings and functions. The Vendor's CQI program shall include regular review of programs and services and routine monitoring of care including physician chart reviews. The agenda should include review of grievances, medication errors, disaster drill, and any regularly monitored activities.
- b) The Office of Healthcare Services, the Office of Mental Health Management and the Vendor shall identify indicators to monitor the quality and appropriateness of the important aspects of care, and organize the data collected for each such indicator in a manner to facilitate the identification of situations in need of more detailed evaluations of the quality or appropriateness of care. Quality assurance criteria will be developed and mutually agreed on by the Vendor and IDOC.
- c) The final performance measures will be incorporated into the quality assurance program.
- d) In addition, the Quality Improvement Committee will review additional issues based upon frequency of occurrence and severity of impact. Upon identification of such problems, the Vendor shall take actions to correct problems or improve the quality of care. The improvement plan, based on audit findings, will be monitored by the facility and central office committees to assess the effectiveness of the plan.
- e) Any changes that have been made during the year shall be formally incorporated into the policy and procedure manual, subject to approval of the IDOC Medical Director and the On-site Medical Director.
- f) The Quality Improvement Committee shall present an annual report to the IDOC Medical Director, the IDOC Chief of Mental Health Services and the Chief of

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Psychiatry on the cumulative data they have gathered and monitored throughout the year.

- g) At the discretion of the IDOC Medical Director, the Quality Improvement Committee at each Center shall include the CAO or designee, the On-site Medical Director, the pharmacist, the dentist and members who represent the medical record and nursing services from the Center, and will be chaired by the IDOC Medical Director or his designated staff.
- h) CQI should include sentinel event reviews, including mortality reviews, and case reviews. A sentinel event is any incident involving an offender death, serious physical or psychological injury, or any event in which a recurrence would carry a significant chance of a serious adverse outcome. When a sentinel event occurs, the IDOC Office of Healthcare Services and the Vendor are expected to conduct a timely, thorough, and credible root cause analysis, design and implement a corrective action plan, and monitor the effectiveness of the plan. Mortality and sentinel event reviews shall be completed within 30 days of the incident. CQI shall include telemedicine studies. Annual reviews shall document the effectiveness of the CQI program.
- i) The CQI program will be utilized to evaluate the mental health care provided to the offenders and the quality of care that the mental health staff provides to IDOC on a continual basis to ensure quality, appropriateness, innovativeness and continuity of care. The Vendor shall have a written CQI system, showing the continuous emphasis on quality it dedicates to all aspects of mental health services. The program shall be supported by data collection and the Vendor shall be able to provide qualitative and quantitative analysis to IDOC.
- j) The Vendor shall participate in a CQI Sub-Committee, chaired by the IDOC Office of Mental Health Management and/or the Mental Health Quality Improvement Manager. The CQI program shall also include CQI activity, process and outcome quality improvement studies including, at minimum, risk management, policy and procedure review, pharmacy review and utilization management review, monthly statistical management reporting, and mental health care staff levels.
- k) The Vendor shall develop, maintain, and/or implement (once approved by IDOC Office of Mental Health Management) a performance improvement plan that is designed to consistently improve the quality of the Comprehensive Healthcare provided by the Vendor. The plan shall identify the framework by which processes, systems and outcomes of care within the Centers are designed, measured and improved. The plan shall be comprehensive, organization-wide, and multi-disciplinary so as to maximize the performance improvement process. The Vendor shall actively seek out opportunities for improvement for problems identified through this process or those identified through its own process or by IDOC. The Vendor shall be responsible for all costs incurred as a result of this quality improvement process, unless expansion of services or resources is

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required. If expansion of services is necessary requiring additional staff or other resources, the Vendor shall prepare and submit a cost impact statement. The IDOC and the Vendor shall meet to review, upon approval the IDOC shall amend the Contract to reflect the agreed upon changes and cost.

- l) The Vendor shall submit a confidential, proprietary non-disclosable monthly incident review report to the Mental Health Quality Improvement Manager, with a copy to the IDOC Chief of Mental Health Services and Chief of Psychiatry, detailing all adverse incidents, as defined by the quality assurance corrective action plan.

1.2.15.9. Accreditation: The Vendor will pursue accreditation under NCCHC Standards for Health Services in Prisons, 2014 and subsequent revisions. The Vendor shall appoint a member of its local central office staff to work with IDOC to maintain accreditation at all currently accredited Centers. The Vendor should outline a plan to maintain accredited Centers, which shall include their scheduled reaccreditation dates. The remaining Centers to be accredited will be identified and a staggered schedule set to achieve accreditation. The Vendor shall achieve full compliance of statewide accreditation within 24 months of the date of this Contract. The Vendor shall maintain documents required as part of ongoing accreditation and assist facility staff in preparing for periodic internal policy compliance audits as well as comprehensive surveys conducted by NCCHC representatives. The Vendor's personnel shall attend all required periodic accreditation meetings, including steering committee meetings and audit training, as required by the Office of Healthcare Services.

- a) Failure to achieve or maintain NCCHC accreditation in accordance with this Section 1.2.15.9 constitutes a breach of this Contract and will result in liquidated damages assessed per Center. The Vendor will have sixty (60) days from the date of notification of any deficiencies to correct deficiencies. Failure to resolve deficiencies and obtain accreditation will result in liquidated damages of \$1000 per calendar day per Center for each day until such deficiencies are corrected and accreditation is obtained. IDOC will work with the Vendor to support corrective actions and plans.

1.2.15.10. Discharge Planning: The Vendor's staff shall participate in medical and mental health segments of IDOC reentry and transition services. Specific initiatives vary according to districts and counties to assist parole districts with community transition. The Vendor shall cooperate with IDOC for specific offender reintegration initiatives. At a minimum, medical and mental health discharge services provided by the Vendor shall include:

- a) Attendance at IDOC release planning meetings and clinical case conferences;

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- b) Scheduling appointments when necessary, with community providers to include care for chronic illnesses, prenatal services, mental health services, substance abuse services and victims of sexual abuse;
- c) Collaborate with IDOC staff on the development of release plans to ensure continuity of mental health care;
- d) Referral services;
- e) Evaluation of the need for civil commitment;
- f) Assistance for offenders with special housing needs (i.e., on dialysis, in a wheelchair, etc.) and placement; and
- g) Collaborate with IDOC and providers in any needed of data / electronic records for continuity of care.

1.2.15.11. Affordable Care Act Impact: The Vendor shall provide enrollment of IDOC's population in Medicaid including:

- a) Post-release medical coverage: Many of the offenders leaving the IDOC are eligible for Medicaid or Medicare upon release. The Vendor shall enroll any offender who is eligible for Medicaid or Medicare in such applicable program in connection with such offender's release.
- b) Hospital partial reimbursement: To the extent permitted by Medicaid rules, the Vendor shall seek Medicaid funds related to any offender's admission to a "medical institution," including offenders who are admitted for more than 24 hours.

1.2.16. MANAGEMENT INFORMATION SYSTEM

All information technology, including electronic information, software, systems, and equipment, developed or provided under this Contract must comply with the Information Technology Accessibility Act (30 ILCS 587/1 *et seq.*), including the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

The Vendor shall provide computer capabilities to the Centers, including hardware, software, staffing, data entry and training, to be used for functions including, but not limited to, supply inventory control, appointment scheduling and health services utilization. All computer hardware and software provided by the Vendor shall be compatible with IDOC's computer hardware and software systems. If IDOC allows access to the Internet to the Vendor's

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employees, agents, or subcontractors, such access is at the discretion of the IDOC MIS Manager and shall be limited to sites approved by the IDOC MIS Manager. The Vendor shall provide the appropriate level of computers, printers, and fax machines to the Health Care Unit of each Center within 90 days after the effective date of this Contract. The Manager of IDOC Information Services will determine the hardware and software requirements for each Center under this Contract. Hardware and software provided by Vendor under this section must be approved by the IDOC Medical Director and the Manager of IDOC Information Services prior to installation. At the termination of this Contract, the hardware and software provided by the Vendor shall become the property of IDOC.

1.2.17. DISASTER RECOVERY PLAN

The Vendor shall maintain a Disaster Recovery Plan and procedures including off-site storage of critical data and specific provisions for access to offender medical records and financial data, and a copy of such plan shall be submitted at the time this Agreement is executed and annually thereafter.

1.2.18. FACILITY AND EQUIPMENT

Except as otherwise provided in this Contract, each Center shall provide and maintain the space, equipment, furniture, fixtures and other items required for the efficient operation of the Health Care Unit as agreed upon by the Parties. The Vendor shall not be responsible for house-keeping services, dietary services, building maintenance, or the provision for linen supplies or clothing items, with the exception of hospital gowns. Hospital gowns shall be purchased by the Vendor from Correctional Industries. The Health Care Unit Administrator shall consult with the Vendor's providers on the selection and furnishing of the Health Care Units and equipment as appropriate. If approved by the CAO, the IDOC Medical Director or the IDOC Chief of Mental Health Services, as applicable, and the CFO, the Vendor may purchase medical equipment or services related to this Contract with the cost (including all taxes and shipping and handling costs incurred by the Vendor) to be reimbursed by IDOC. Whenever possible, the Vendor shall obtain three price quotes for any Medical Equipment and forward them to IDOC for review. The Medical Equipment shall become the property of IDOC at the point of reimbursement to the Vendor by IDOC. The Vendor shall provide its own office supplies, including copier paper, and office/fax equipment to perform necessary healthcare services at each Center. All Medical Equipment purchases shall be pre-approved and shall be recorded on an Adjusted Service Request for Temporary/Permanent Changes (ASR) form in substantially the form attached hereto as Appendix 9 (an "ASR Form"). All ASR Forms for Medical Equipment purchases shall be signed by the CAO of the applicable Center, a duly authorized representative of the Vendor, the IDOC Medical Director or IDOC Chief of Mental Health Services, as applicable, and CFO.

1.2.19. MEDICAL SUPPLIES AND PROSTHETICS

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All Medical Supplies shall be provided by the Vendor. The Vendor shall supply all offender-specific Medical Equipment, commodity items and prosthetic devices, whether rented or purchased. Medical Supplies purchased by the Vendor in accordance with this paragraph (whether durable or expendable) shall become property of IDOC at the termination or expiration of this Contract.

1.2.20. EQUIPMENT REPAIR AND MAINTENANCE

The Vendor shall monitor, maintain, and repair all IDOC-owned Medical Equipment at each Center. All Medical Equipment maintenance or repairs shall be pre-approved and the required services shall be recorded on an ASR Form. The Center CAO or his or her designee and a duly authorized representative of the Vendor shall sign all ASR Forms for Medical Equipment maintenance or repair. Upon receipt of an approved invoice for Medical Equipment repair services from the Vendor, IDOC will reimburse the Vendor during each Center's monthly reconciliation.

1.2.21. CHANGE IN FACILITIES

If IDOC opens any additional correctional center during the term of this Contract, the Vendor agrees to provide Comprehensive Healthcare to such additional IDOC correctional center at substantially the same rates and on substantially the same terms as Comprehensive Healthcare is provided to the other Centers under this Contract as in effect at the time such services are needed. The Vendor and IDOC shall execute an amendment to this Contract in order to reflect such additional correctional center.

IDOC may terminate the provision of Comprehensive Healthcare to any Center at any time during the term of this Contract on thirty (30) days prior written notice to the Vendor without payment of any penalty or incurring any further obligation or liability to the Vendor with respect to such Center. Upon the termination of Comprehensive Healthcare to any Center in accordance with this Section 1.2.21, the amount paid to the Vendor pursuant to Section 2 shall be reduced by all amounts paid in respect of such Center.

1.2.22. STANDARDS

The Comprehensive Healthcare provided by the Vendor hereunder shall (a) comply with all Standards and (b) be provided in accordance with the Vendor's proposal in response to the IDOC's Request for Proposal, which is attached hereto as Schedule 1.2.22 and incorporated by reference herein. The Vendor will comply with all applicable statutes, all state licensure requirements, promulgated rules, and administrative directives pertaining to the delivery of Comprehensive Healthcare. The Vendor will abide by all applicable IDOC policies, procedures, and directives. If any requirement of this Contract exceeds the applicable Standards, including with respect to policies or procedures, the requirements of this Contract will prevail.

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1.3. MILESTONES AND DELIVERABLES

1.3.1. MONITORING

The Vendor shall fully cooperate with IDOC in IDOC's monitoring of the Vendor's performance hereunder, which may require that the Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of offices at any Center, participate in scheduled meetings and provide management reports as requested by IDOC.

1.3.2. DATA COLLECTION

1.3.2.1. The Vendor shall have MIS capable of providing statistical data necessary for the Vendor's self-evaluation and monitoring of services related to Comprehensive Healthcare.

1.3.2.2. The Vendor shall provide all data required in a format approved by the Office of Healthcare and Mental Health Services within a reasonable time period agreed to by IDOC and the Vendor.

1.3.2.3. If the Vendor detects an unusual trend, the Vendor shall share the information with IDOC. Upon request from IDOC, the Vendor shall share any available information from its MIS with IDOC.

1.3.3. REPORTS

The Vendor shall provide all current, annually reviewed manuals and guidelines, and any updates or revisions thereto, to IDOC to assist in the delivery of care and structure required reporting.

1.3.3.1. Vendor shall submit each report specified in Appendix 15 hereto to the CAO, the IDOC Medical Director, the IDOC Chief of Mental Health Services or Chief of Psychiatry, and the Contract Monitor, as applicable. If the Vendor fails to submit a monthly report or quarterly report in the time frame specified on Appendix 15 hereto, the Vendor shall be liable to IDOC for liquidated damages in an amount equal to \$1,000 per day, per report. The liquidated damages clause set forth in this Section 1.3.3.1 is intended to compensate IDOC for the reputational damage and potential loss of public trust suffered by IDOC as a result of the Vendor's failure to report in a timely fashion and is not intended to limit in any way IDOC's ability to seek indemnification from the Vendor for losses incurred as a result of any action or omission of the Vendor that is set forth in any such report and which IDOC may become aware of as a result of the Vendor's delivery of such report. The Parties agree that quantifying the losses that

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would be incurred by IDOC as a result of the Vendor's failure to deliver reports in a timely fashion is inherently difficult, and further agree that the liquidated damages set forth in this Section 1.3.3.1 are not intended to be a penalty, but instead represent a reasonable estimation of reputational damages suffered by IDOC.

1.3.3.2. Manuals provided by the Vendor shall include, but are not limited to:

- a) Each policy, procedure and plan expressly mentioned in this Contract, along with a policy and procedure manual addressing each other discipline;
- b) CQI manual and reports;
- c) Infection Control and Infectious Disease Manual;
- d) Hepatitis Control Guidelines and protocols;
- e) Hospice and infirmary manual;
- f) Health Records manual;
- g) Treatment Guidelines and Chronic Disease manual;
- h) Nursing Assessment Protocols;
- i) Training and Orientation manuals;
- j) Emergency Response Plan; and
- k) Pharmacy manual.

1.3.3.3. The Vendor shall comply with all statistical, nonproprietary financial, and informational reporting requirements set forth in this Contract and on Appendix 15 hereto. IDOC reserves the right to change the reports, report content, or frequency of reports at any time during the term of this Contract by written notice to the Vendor.

1.3.3.4. All statistical, financial, and informational data maintained and/or produced by the Vendor shall be deemed to be owned by IDOC. Such ownership is in consideration of the Vendor's use of public funds in collecting or preparing such medical records, data, information and reports. None of the foregoing shall be (a) used by the Vendor for any purpose other than provision of Comprehensive Healthcare in accordance with this Contract or (b) disclosed by the Vendor without the prior written permission of IDOC. Subject to applicable state and Federal laws and regulations, IDOC shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At any time during the term of this Contract, the Vendor shall make

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available all such information related to this Contract or the provision of Comprehensive Healthcare as is requested by IDOC, including in a readable electronic format specified by IDOC.

1.3.3.5. Additional/Ad Hoc Reporting Requirements: IDOC reserves the right to require additional reports, ad hoc reports, information pertaining to contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints, and other questions raised by inmates or other parties that are related to the services provided by the Vendor and involve accessible data.. The Vendor shall maintain trend analysis charts on key statistical data taken from the monthly reports.

1.3.3.6. . Utilization reports shall include denials and appeals in aggregate and individual reports.

1.3.4. REQUIRED MEETINGS

Monthly administrative meetings are to be held on-site at each Center and include the designated warden and/or deputy warden. Meetings must include appropriate Vendor personnel, including representation of various disciplines and the designated responsible physician. The Vendor shall ensure its regional directors attend meetings no less than quarterly at each Center. The Vendor shall participate in each of the following:

1.3.4.1. Monthly healthcare staff meeting

1.3.4.2. Office of Health Services ("OHS") Periodic Meeting: The OHS will conduct periodic meetings at a designated site or via video conferencing to review policies, present new initiatives and programs, and address problems and challenges that have arisen.

1.3.4.3. Pharmacy and Therapeutics Committee: Each Center shall have a Pharmacy and Therapeutics Committee that will meet on a quarterly basis. The Pharmacy and Therapeutics Committee shall, at a minimum, consist of the On-site Medical Director, Director of Nursing, Health Care Unit Administrator, and pharmacist. The Pharmacy and Therapeutics Committee will report to the Quality Improvement Committee. Recommendations regarding additions and deletions to the formulary shall be presented by the Pharmacy and Therapeutics Committee to the IDOC Medical Director for review. The Pharmacy and Therapeutics Committee shall closely monitor the usage of all pharmaceuticals, including psychotropic drugs, identify prescribing patterns, and shall assist with drug utilization audits.

1.3.4.4. Policy and Procedure review

1.3.4.5. Monthly Statistical Management Reporting

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1.3.4.6. Peer Review: The Vendor will participate in a bi-annual clinical provider peer review program and any audit peer review conducted by an outside review source to ensure compliance with acceptable standards of performance which include, but are not limited to, chart reviews.

1.3.5. RISK MANAGEMENT PROGRAM

The Vendor shall maintain a comprehensive risk management program. The Vendor shall notify IDOC of any update to its risk management program, including any update to the policies and procedures provided to IDOC by the Vendor prior to the execution of this Contract.

1.4. VENDOR / STAFF SPECIFICATIONS

The Vendor will provide all staff necessary to provide. Comprehensive Healthcare at all times during the term of this Contract within all Centers according to the standards set forth in this Contract. The Vendor shall recruit and retain, whether as employees, independent subcontractors, vendors or otherwise, physicians, physician assistants, nurse practitioners, nurses, dentists, dental assistants, laboratory technicians, psychiatrists, psychologists, social workers, mental health counselors, clinical nurse specialists, mental health workers, occupational and physical therapists, dietitians, technical, consultative, and administrative personnel and such other personnel as is appropriate to provide adequate and sufficient personnel to fulfill the Vendor's obligations under this Contract. On or before the date hereof, the Vendor has provided to IDOC a staffing plan for each Center (each, a "Staffing Plan") in a spreadsheet format that identifies the number and categories of health care staff by shift and by Center that it will provide to meet the expectations for the delivery of Comprehensive Healthcare hereunder.

1.4.1. PERSONNEL AND STAFFING REQUIREMENTS

1.4.1.1. The Vendor shall not engage any subcontractor without the prior written approval of IDOC. The final selection of employees shall be subject to approval by IDOC.

1.4.1.2. The Vendor will comply with the State Board of Medicine, all applicable medical licensing rules and regulations, the Nurse Practice Act (225 ILCS 65/50 *et seq.*), and all implementing regulations within the State. Treatment staff shall be licensed or registered with appropriate regulatory boards to practice in the State. The Vendor shall comply with NCCHC accreditation requirements in its credentialing process. The Vendor shall give preference to physicians who are board certified or board eligible.

1.4.1.3. The IDOC Medical Director shall be involved in the Vendor's interviewing process of each On-site Medical Director. The IDOC Chief of Mental Health and Chief of Psychiatry shall approve the qualifications for the licensed mental health professionals and psychiatrists engaged by or on behalf of the Vendor.

1.4.1.4. The Vendor's staff will be responsible for the providing healthcare services at each Center in the event of an emergency or disaster, including, but not limited to, a fire,

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tornado, epidemic, riot, strike, labor dispute or mass arrest, and implementation of institutional lockdown, in accordance with policies and practices developed by the applicable On-Site Medical Director.

- 1.4.1.5.** The Vendor shall submit each of its employees, per diem personnel and subcontractor personnel who work at a Center to IDOC for clearance and background check.
- 1.4.1.6.** The Vendor shall provide compensation to all union employees in an amount no less than is required by the last agreed upon or current ratified collective bargaining agreement.
- 1.4.1.7.** The Vendor shall respond within 15 minutes to urgent administrative issues. The Vendor shall ensure its contact person is equipped with appropriate electronic equipment for notification of an urgent administrative issue. The Vendor shall respond to non-urgent administrative issue within 48 hours.
- 1.4.1.8.** The Vendor and its personnel shall be subject to, and shall comply with, all security regulations and procedures of IDOC. The Vendor shall provide alternative staffing if any employee or service provider is denied access to any Center.
- 1.4.1.9.** If the Vendor fails to meet any Performance Guarantee related to staffing, the Vendor and IDOC shall cooperatively develop a corrective action plan in order to address such failures. Failure to comply with any such corrective action plan shall constitute a breach of this Contract.
- 1.4.1.10.** The Vendor shall not enter into any non-competition clause with any employee, subcontractor or independent contractor, or any party related to the performance of any obligation required under this Contract, including, but not limited to, hospitals, which would prohibit any such party from competing, directly or indirectly, with the Vendor in the State. For purposes of this Section 1.4.1.10, competing shall include entering into, or attempting to enter into, business with any individual, partnership, corporation or other business association that was or is in the same or a similar business as the Vendor, with the intention of conducting any business or portion thereof that is similar to the Vendor's business.
- 1.4.1.11.** The Vendor shall ensure that all employees comply with the Contract specifications and that employees and subcontractors providing services under this Contract are skilled in the profession for which they are utilized. If IDOC determines that any individual performing services for the Vendor hereunder is not providing such skilled services, IDOC shall notify the Vendor and the Vendor shall replace such individual.
- 1.4.1.12.** Any employee or subcontractor of the Vendor may be required to undergo a urinalysis or blood test if there is reasonable suspicion to believe such person is under the influence of alcohol or controlled substances.
- 1.4.1.13.** Any site manager functions performed by any employee or subcontractor of the Vendor shall be at the sole expense of the Vendor and shall not be reimbursed by IDOC.

1.4.2. STAFF TRAINING

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- 1.4.2.1.** The Vendor shall provide training and orientation for all staff on IDOC's internal policies, procedures, and rules that govern the operations of the Centers.
- 1.4.2.2.** The Vendor's staff will adhere to all security rules of IDOC. Each staff member shall complete IDOC's basic security requirements training upon hire and shall attend annual refresher training.
- 1.4.2.3.** Vendor staff that provides services at Centers at least three times per week shall be required to complete an initial orientation comparable to full time staff of IDOC. Vendor staff that work in Centers less than three times per week shall complete a minimum of basic security training and four hours of orientation within their first week of employment.
- 1.4.2.4.** The Vendor will provide orientation, annual training and periodic evaluations of all health care staff in compliance with all accreditation requirements. The Vendor shall provide annual training for correctional officers and other IDOC staff as requested in medical and behavioral health care and other topics required by IDOC.
- 1.4.2.5.** The Vendor will provide annual clinical performance enhancement to all direct patient care clinicians including all physicians, psychiatrists, mid-level providers, nurse practitioners, physician assistants, registered nurses, licensed practical nurses, dental professionals, mental health professionals, optometrists, and any other licensed clinical personnel. The Vendor shall participate in a clinical provider peer review program and any audit peer review conducted by an outside review source to ensure compliance with acceptable standards of performance which includes but are not limited to chart reviews.
- 1.4.2.6.** The Vendor shall maintain a written job description for each member of the medical and mental health staff and shall monitor performance by each member of the medical and mental health staff in accordance with such member's job description.

2. PRICING

- 2.1. PRICING VALUE:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated [_____].
- 2.2. DISCOUNT:** The State may receive a [_____] % discount for payment within [_____] days of receipt of correct invoice.
- 2.3. PAYMENTS/COMPENSATION**
 - 2.3.1 Monthly Payments:** On the first of each month during the term, except for the month of June, the Vendor shall be entitled to receive an amount equal to (a) the applicable "Total by Contract Year" amount set forth in Schedule 2 hereto multiplied by (b) a fraction, the numerator of which is equal to one and the denominator of which is equal to the number of months in such

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applicable contract year plus or minus, as applicable, (c) the adjustments set forth in this Section 2. The June payment in each year of the term will be made after reconciliation of all adjustments for the fiscal year.

2.3.2 Compensation for Court Testimony: Any member of the Vendor's staff who is required to provide court testimony in defense of IDOC at IDOC's request shall be reimbursed for his or her time at the applicable combined Salary/Fringe Schedule E rate plus mileage for such testimony. If any member of the Vendor's staff is testifying in defense of, or at the direction of, the Vendor, the Vendor shall be responsible for paying any costs related to such testimony, including any salary or mileage.

2.3.4 No Reimbursement for Orientation and Training: No member of the Vendor's staff who is required to attend training or orientation mandated by the terms of this Agreement shall receive reimbursement for time or travel expenses in order to attend such training or orientation.

2.3.5 Temporary Staffing: Vendor may be required to hire replacement personnel on a temporary basis to fill vacancies in the Health Care Unit. Requests for such temporary services shall be made by the Center CAO or designee on a Temporary Staff Schedule Change Request form in the form attached hereto as Appendix 6. The replacement personnel must be approved by the IDOC Medical Director, IDOC Chief of Mental Health or Chief of Psychiatry. Such requests shall include at least the title and hourly rate of the position, and the expected duration of the temporary replacement. Compensation for temporary replacement personnel shall be calculated by using the approved hourly rate multiplied by the number of on-site hours provided, and paid on the next scheduled monthly adjustment.

2.4. ADJUSTMENTS

2.4.1 Timing of Adjustments: Adjustments made to Vendor's compensation in accordance with this Section 2 will be debited or credited to the first advance monthly payment following determination of the applicable adjustments. IDOC shall provide the Vendor with monthly documentation from IDOC identifying each approved invoice amount and dates each such invoice was submitted to the State Comptroller's office.

2.4.2 The Vendor shall not submit adjustments or claims that were not included in the agreed upon monthly reconciliations to the Illinois Court of Claims for reimbursement. Attempting to gain reimbursement for non-agreed upon claims through this avenue may be subject to performance adjustments.

2.4.3 Intake Adjustment Rate: For each Center listed below, (a) the Vendor's compensation shall be increased by an amount equal to the "Per Intake Adjustment Rate" for such Center for each

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intake of an offender above the Monthly Intake Base for such Center and (b) the Vendor's compensation shall be decreased by an amount equal to the "Per Intake Adjustment Rate " for such Center for each intake of an offender below the Monthly Intake Base for such Center. Any applicable adjustments pursuant to this Section 2.4.3 shall be made on a monthly basis.

<u>Center</u>	<u>Per Intake Adjustment Rate</u>	<u>Monthly Intake Base</u>
Stateville R&C:	\${Submit Amount in Pricing Section Only]	1,732
Logan CC:	\${Submit Amount in Pricing Section Only]	196
Graham CC:	\${Submit Amount in Pricing Section Only]	255
Menard CC:	\${Submit Amount in Pricing Section Only]	91

2.4.4 Staffing and Rate Adjustments: The Vendor's compensation hereunder shall be adjusted on a quarterly basis for the actual number of hours provided by the Vendor's staff. All financial adjustments for staffing shall be based on the applicable "Combined Salary/Fringe" amount only. There will be no Fringe Benefit adjustments. The Vendor's compensation shall be reduced by the applicable Combined Salary/Fringe amount for each hour that is set forth on the Staffing Schedule for a Center that is not provided by the Vendor at such Center during any month, unless the deviation from the Staffing Schedule was approved in writing in advance by IDOC.

- a) Actual approved hours provided on-site during the month shall be determined by using the applicable Center's sign-in/sign-out log unless IDOC determines in good faith that such log does not accurately reflect the actual hours provided on-site. The Center's sign-in/sign-out log shall take precedence over any Vendor timekeeping system. All employees and subcontractors of the Vendor shall comply with IDOC's sign-in/sign-out procedures.
- c) All time shall be rounded to the nearest quarter hour.
- d) No compensation in respect of time in excess of the hours required in the applicable Center's agreed-upon Staffing Schedule shall be paid unless approved in advance by the applicable Center's CAO or designee according to the procedures outlined by such CAO or designee and the applicable Health Care Unit Administrator.
- e) Hours shall only be compensated hereunder if provided by a person with the title, qualifications and skills set forth for such hours on the applicable Staffing Plan and Appendix 8 attached hereto.
- f) Hours to attend training and orientation shall not count toward hours of services delivered and shall not be compensated.

2.4.5 Vacant Position Adjustments: The Vendor's compensation hereunder shall be reduced on a quarterly basis for each unfilled position at each Center at the "Combined Salary/Fringe Rate" reflected in the Schedule E for such Center for the portion of the reconciliation period in which such position was vacant. For the purpose of this section, unfilled positions shall mean a regular scheduled on-site position for which no IDOC-approved candidate has been retained.

2.4.6 Temporary staff: Temporary staff such as locum tenens, traveling nurses, and PRN staff may be used to fill vacancies equivalent to the vacant position(s). Extended use of temporary staff for

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any position beyond sixty (60) days will result in an adjustment to the Vendor's compensation in accordance with Section 2.4.5, unless an extension of this period beyond 60 days is approved in writing by IDOC.

- 2.4.7 Average Daily Population Adjustment:** A quarterly adjustment shall be made to the Vendor's compensation hereunder for the "Average Daily Population" at each Center. The "Average Daily Population" shall be calculated on the final day of each month utilizing the daily OERPC104 population report created by IDOC. The Vendor's compensation hereunder shall be increased by an amount equal to the total "Per Cap Daily" rate for each Center on a per person, per day basis each time the Average Daily Population at such Center exceeds the population listed on such Center's Schedule E. The Vendor's compensation hereunder shall be reduced by an amount equal to the total "Per Cap Daily" rate for each Center on a per person, per day basis each time the Average Daily Population at such Center is below the population listed on such Center's Schedule E.
- 2.4.8 Non-Payment of Subcontractors:** IDOC shall be entitled to withhold from each monthly payment to the Vendor an amount equal to all amounts owed by the Vendor to one or more subcontractors that have not been paid by the Vendor within 60 days after the date such amounts were due to such subcontractor(s). Such amounts shall be paid to the Vendor upon IDOC's receipt of written confirmation from the applicable subcontractor(s) of full payment by the Vendor.
- 2.4.9 EMR Adjustment:** The Vendor shall not be responsible for providing its own EMR system pursuant to this Contract unless IDOC provides the Vendor with written notice that it intends to implement the Vendor's EMR solution. The Vendor may be required to utilize an EMR system separately procured by IDOC in the provision of Comprehensive Healthcare hereunder. IDOC reserves the right to implement the Vendor's EMR system at any point during the Contract. If IDOC implements the Vendor's EMR system, the Vendor's compensation shall be increased by an amount equal to amount set forth in the EMR System Pricing Table set forth on Schedule 2 attached hereto, and the Vendor shall be responsible for providing the EMR system in accordance with all requirements set forth in this Contract. Such amount shall be paid as an advance in the same manner as the Vendor is compensated pursuant to Section 2.3.1 hereof. Upon the termination or expiration of this Contract, all equipment, hardware, software and data used in the Vendor's EMR solution shall become the property of IDOC without any additional cost.
- 2.4.10 Performance Adjustments:** The Vendor acknowledges and agrees that a portion of the consideration to be received each year by the Vendor hereunder is contingent consideration which shall only be earned by the Vendor if the Vendor achieves each of the Performance Guarantees, notwithstanding any advance payment by IDOC of any portion of the contingent consideration pursuant to this Section 2. The aggregate portion of the Vendor's consideration

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that is contingent shall be an aggregate amount equal to 10% of the "Total by Contract Year" amount set forth in Schedule 2 hereto. If the Vendor fails to achieve any Performance Guarantee, as determined in good faith by IDOC, the Vendor shall forfeit the amount of contingent consideration set forth opposite the applicable Performance Guarantee on Appendix 14 attached hereto, up to the aggregate amount of the contingent consideration. IDOC shall notify the Vendor in writing upon its determination that the Vendor has failed to achieve any Performance Guarantee and the Vendor. IDOC shall determine on a quarterly basis whether the Vendor has achieved all Performance Guarantees and accordingly earned all contingent consideration. Any amount forfeited by the Vendor as a result of this Section 2.4.10 shall be deducted from the next monthly advance payment following IDOC's determination thereof. Each Party acknowledges and agrees that the adjustments contemplated by this Section 2.4.10 are intended as a determination of whether or not the Vendor has earned the portion of its consideration that is intended to be contingent and dependent upon achievement of certain Performance Guarantees, and in no event shall any adjustment pursuant to this Section 2.4.10 be characterized as an assessment of liquidated damages or as a penalty. In no event shall this Section 2.4.10 affect IDOC's ability to seek indemnification from the Vendor in accordance with Section 4.10.

2.4.11 Monitoring: The Vendor shall allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by IDOC. IDOC shall conduct quarterly audits of each Center. The Vendor's performance shall be measured quarterly for the preceding quarter for each Center, beginning the second quarter after service has been implemented.

2.5. HOSPITAL UTILIZATION RECONCILIATION ADJUSTMENT: The Vendor shall comply with the process set forth in this Section 2.5 (the "Hospital Utilization Reconciliation Process"):

2.5.1 Annual Hospital Utilization Threshold: The Annual Hospital Utilization Threshold Amount for each year in the Contract term is set forth on Schedule 2 hereto.

2.5.2 Adjustment: If the amount of Eligible Hospital Claims that are actually billed to HFS for Hospitalization Services for any year in the Contract term exceeds the Annual Hospitalization Utilization Threshold amount for such year, the Vendor's compensation shall be reduced by an amount equal to such excess.

2.5.3 Eligible Hospital Claims: Any Eligible Hospital Claim that has not previously been reconciled will be calculated against the Annual Hospital Utilization Threshold in the quarter that the applicable Eligible Hospital Claim is processed. Eligible Hospital Claims that are received and processed within one year after the expiration or termination of this Contract will be calculated against the Annual Hospital Utilization Threshold for the final year of the Contract term. If any such claim causes the Vendor to exceed its Annual Hospital Utilization Threshold for such year, the compensation owed to the Vendor for such year shall be decreased by the amount of such excess in accordance with Section 2.5.2. Any adjustments due from the Vendor after the

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Contract has been terminated or expired which are not reflected in the final payment made to the Vendor hereunder shall be paid by the Vendor within thirty (30) days of IDOC's written demand therefor, or if not so paid, may be deducted from the Vendor's performance bond or irrevocable letter of credit.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This Contract has an initial term that begins on January 1, 2018 and ends on December 31, 2022. Such initial term shall be subject to renewal or earlier termination in accordance with the terms of this Contract.

3.1.1 In no event will the total term of this Contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 The Vendor shall not commence billable work in furtherance of this Contract prior to final execution hereof except to the extent permitted by 30 ILCS 500/20-80. IDOC shall not reimburse the Vendor for any costs incurred prior to the execution hereof unless otherwise expressly agreed between the Parties in writing.

3.2 RENEWAL:

3.2.1. Any renewal of this Contract is subject to the same terms and conditions as the original Contract except as is otherwise provided in Section 2 with respect to pricing. IDOC may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest IDOC. This Contract shall not renew automatically or at the Vendor's sole option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in Section 2.

3.2.3. IDOC reserves the right to renew for a total of five (5) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: IDOC may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) IDOC determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified IDOC that it is unable or unwilling to perform the contract.

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Without limiting the foregoing, if the Vendor fails to perform to IDOC's satisfaction any requirement of this Contract, is in violation of any provision of this Contract, or IDOC determines that the Vendor lacks the financial resources to perform the contract, IDOC shall provide written notice to the Vendor to cure the problem identified within the period of time specified in IDOC's written notice. If not cured by the date set forth in IDOC's written notice, IDOC may immediately terminate this Contract without additional written notice.

For termination due to any of the causes contained in this Section 3.3, IDOC retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: IDOC may, for its convenience and with thirty (30) days prior written notice to the Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation or liability to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

3.5 TERMINATION BY VENDOR: The Vendor may terminate this Contract on 180 days prior written notice to IDOC.

3.6 AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. IDOC, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty, liability or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases IDOC's funding by reserving some or all of IDOC's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) IDOC determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

3.7 TRANSITION ASSISTANCE:

3.7.1. The Vendor acknowledges and agrees that the Comprehensive Healthcare services are vital to the State and must continue without interruption in the event of an expiration or termination of this Contract. Accordingly, the Vendor agrees to cooperate in good faith with any transition of the services provided hereunder to its successor, regardless of the reason for the expiration or termination of this Contract.

3.7.2. Upon the written request of IDOC, the Vendor shall provide transition services in a manner that ensures the orderly transition of the services provided hereunder for a period of up to ninety (90) days as determined by IDOC in the event of a termination or expiration of this Contract.

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Such transition services shall also include, but not be limited to, providing personnel records to the Vendor's successor, permitting its successor to conduct on-site interviews with employees, agreeing to release employees that agree to accept employment with the successor at a mutually agreeable date and transferring earned fringe benefits to the successor.

- 3.7.3. The Vendor shall be reimbursed for its reasonable and documented costs incurred in connection with the transition services. The Vendor shall return any advance payments made by IDOC for services that are not rendered by the Vendor.

TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540/1 *et seq.*; 74 Ill. Adm. Code 900. This shall be the Vendor's sole remedy for late payments by the State. Payment terms contained in the Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500/1 *et seq.*) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment, the Vendor must (i) be in compliance with this Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor ("DOL") and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. The Vendor is responsible for contacting DOL at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements.
- 4.1.5 Invoicing: By submitting an invoice, the Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210/1 *et seq.*

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- 4.1.5.1 The Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, the Vendor may request IDOC's Illinois tax exemption number and Federal tax exemption information.
- 4.1.5.2 Vendor shall submit "Schedule E" invoices to the business administrator at each Center with the detail required by IDOC.
- 4.1.5.3 The amount of the invoice shall be in accordance with the rates established in this Contract.
- 4.1.5.4 Each invoice shall be signed by the Vendor and shall contain the Vendor's taxpayer identification number.
- 4.1.5.5 IDOC reserves the right to correct any mathematical or computational errors it finds in the invoices. IDOC will notify the Vendor of any such corrections.
- 4.1.5.6 IDOC shall be entitled to withhold the portion of any amount set forth on any invoice that is in dispute between IDOC and the Vendor until such time as the dispute is resolved. No such amount shall be considered due and owing until such time as the applicable dispute is resolved.
- 4.1.5.7 IDOC shall not be obligated to pay any amount set forth on any invoice in respect of services that do not meet the requirements of this Contract.

4.2 ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by the Vendor without the prior written consent of the State. Any such assignment or transfer shall be void *ab initio*.

4.3 SUBCONTRACTING: For purposes of this Contract, a "subcontractor" is any person or entity specifically hired to perform all or part of the work covered by this Contract. The Vendor must receive IDOC's prior written approval before use of any subcontractors in the performance of this Contract. The Vendor shall describe, in an attachment to this Contract if not already provided, the names and addresses of all authorized subcontractors to be utilized by the Vendor in the performance of this Contract, together with a description of the work to be performed by each subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The Vendor shall provide a copy of all subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. The Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, the Vendor adds or changes any subcontractors, then the Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. The Vendor is responsible for performing each of its obligations hereunder, notwithstanding the Vendor's engagement of any subcontractor in order to perform any portion of any such obligation.

4.4 AUDIT/RETENTION OF RECORDS: The Vendor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the State pursuant this Contract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later

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of the date of final payment under this Contract or completion of this Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of IDOC, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Vendor shall, and shall cause its subcontractors to, cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract (including any funds subsequently paid to any subcontractor by the Vendor) for which adequate books and records are not available to support the purported disbursement. The Vendor shall not, and shall cause its subcontractors to not, impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the Vendor's performance of this Contract. The Vendor shall continue to perform its obligations hereunder while any dispute concerning this Contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, may have or gain access to Confidential Information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is Confidential Information. Information received from, or on behalf of, the Vendor, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall not be considered Confidential Information. No Confidential Information collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the term of this Contract or thereafter. The receiving Party must return any and all Confidential Information collected, maintained, created or used in the course of the performance of this Contract, in whatever form it is maintained, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or certify its destruction to the disclosing Party in writing.
- 4.8 HIPAA:** The Vendor shall comply with the provisions of Appendix 12 hereto.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by the Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. The Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that the Vendor may have to such work including any so-called

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"moral rights" in connection with the work. The Vendor acknowledges the State may use the work product for any purpose.

- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of or related in any way to: (a) any breach or violation by the Vendor of any of its certifications, representations, warranties, covenants or agreements, including this Contract; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from the Vendor's negligence or willful misconduct; (c) any act, activity or omission of the Vendor or any of its employees, representatives, subcontractors or agents; and (d) any actual or alleged claim that the services or goods provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. IDOC shall be entitled to offset any amounts owed by the Vendor to the State pursuant to this Section 4.10 against amounts otherwise payable by IDOC to the Vendor pursuant to Section 2 hereof.
- 4.11 INSURANCE:** The Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' prior written notice has been provided to the State. The Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit the Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** The Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with, the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** The Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. The Vendor shall give written notice immediately to IDOC's director if the Vendor solicits or intends to solicit any State employee to perform any work under this Contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this Contract. The Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. The Vendor shall obtain at its own expense, all licenses, permits and other permissions or approvals necessary for the performance of this Contract.

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4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of the Vendor's and any of its subcontractor's officers, employees or agents. The Vendor shall, and shall cause any of its subcontractors to, immediately reassign any individual who, in the opinion of the State, does not pass any background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, shall be construed and governed in accordance with, and is subject to, the laws and rules of the State of Illinois, without regard to its conflict of laws principles.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*). The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State does not waive sovereign immunity by entering into this Contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If the Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon the request of the Illinois Attorney General, the Vendor shall assign to the State all of the Vendor's rights, title and interest to such claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: IDOC shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to IDOC, he or she does so as approving officer and shall have no liability to the Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided (a) at the time of hand delivery, (b) on the date of transmission, if sent by facsimile or electronic mail, (c) one business day after having been dispatched via a nationally recognized overnight courier service or (d) three Business Days after being sent by registered or certified

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mail (postage prepaid, return receipt requested). Either Party may change its contact information upon written notice to the other Party.

- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by an authorized representative of each Party. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive the termination or expiration of this Contract shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, the Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this Contract. The State may consider the Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend the Vendor from doing future business with the State for a specified period of time, or whether the Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act ("FOIA") notwithstanding any provision to the contrary that may be found in this Contract. 5 ILCS 140 /1 *et seq.* The Vendor acknowledges that any Public Record (as hereinafter defined in FOIA) related to this Contract and the Vendor's performance hereunder, including Public Records containing Confidential Information disclosed by Vendor to the State, may be subject to release to the public under FOIA. Upon receipt of any request for Public Records related in any way to this Contract (a "FOIA Request"), IDOC shall promptly, but in any event within three business days, notify the Vendor of such FOIA Request; provided that failure to provide notice within such time period shall not relieve the Vendor of its obligations to provide any Record pursuant to this Section 4.22. Promptly, but in any event within four (4) business days, following receipt of such notice, the Vendor shall provide (i) all Records in its or any of its subcontractors' possession that the Vendor believes are responsive to such FOIA Request and (ii) any other Records related to this Contract that IDOC reasonably believes are responsive to such FOIA Request. Following IDOC's receipt of such Records and prior to any release to the public, IDOC shall consult with the Vendor and consider any reasonable assertion by the Vendor that one or more Records are not subject to disclosure to the public under the FOIA. Following such consultation, IDOC shall notify the Vendor which Records it intends to release in response to such FOIA Request and no subsequent release of Records (including any Confidential Information contained therein) in response to such FOIA Request shall constitute a breach of this Contract by IDOC.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

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4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. The Vendor represents and warrants that the supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances; and (e) not infringe any patent, copyright or other intellectual property rights of any third party. The Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. The Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. The Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. The Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates this Contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on the Vendor's ability to perform this Contract.

4.26 LOCATION OF SERVICES: The Vendor shall maintain an Illinois presence during the term of this Contract, which shall be defined as, at a minimum, placing a site manager in Illinois to manage the Contract.

4.27 THIRD PARTY BENEFICIARIES: The Parties do not intend to create in any other individual or entity, including any offender or patient, the status of third party beneficiary hereunder, and this Contract shall not be construed to create such a class. No individual or entity, other than the Parties, shall have any legal or equitable right to enforce this Contract or to seek any remedy arising out of any Party's performance or failure to perform this Contract. The rights, duties and obligations contained in this Contract shall operate only between the Parties and shall inure solely to the benefit of the Parties. Any dispute between the Vendor and any subcontractor, employee or provider thereof shall be solely between such parties. The Vendor shall hold IDOC harmless from any such dispute.

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- 4.28 RESPONSIBILITY:** The Vendor shall be responsible for all acts and omissions of its agents, employees, subcontractors and providers in connection with subject matter of this Contract.

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5. DEFINITIONS:

Whenever used in this Contract, including in any schedules or appendices hereto, the following terms will have the meanings defined below.

"ASR" means an Adjusted Service Request Form.

"Administrative Directives" or "ADs" means the IDOC internal policies and procedures that govern the operation of the Centers.

"Affiliates" means any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with the Vendor.

"Ancillary" means any supplemental / supportive documents, services, and/or staff.

"Annual Hospital Utilization Threshold" means an amount equal to projected 12-month expenditures, for Hospital Inpatient Services, Hospital-based Outpatient Services, and/or hospital emergency room and Hospital Non-Institutional Provider Services (NIPS).

"CAO" means the Chief Administrative Officer, Warden, or Warden's designee who is employed by IDOC.

"CC" means correctional center.

"CFO" means the Chief Fiscal Officer of IDOC or his or her designee.

"Comprehensive Healthcare" means both the Comprehensive Medical Program and the Comprehensive Mental Health Program.

"Comprehensive Medical Program" means safe, adequate and cost-effective medical care and treatment services at the Centers, preferably on-site, including but not limited to, dental, vision, pharmaceutical, radiological, laboratory, optometry, ophthalmology, audiology, medical orthotics/prosthetics, offender health education, long term care services, planning of restricted medical diets, chronic and acute care for dialysis except as specified in State of Illinois Functions and Duties, HIV/AIDS-except as specified in State of Illinois Functions and Duties, hepatitis C except as specified in State of Illinois Functions and Duties, hypertension, endocrine disorders, physical/occupational/speech therapy; and arrangements with healthcare provider(s) to provide said services including but not limited to consultation with medical specialists at the correctional facility whenever possible which may differ from methods used to provide services to members of the general public, and supplementary non-hospital and hospital services off-site at local hospitals, outpatient facilities and consultative physician offices, only when such services cannot be safely, adequately and cost-effectively delivered on-site at the Centers.

"Comprehensive Mental Health Program" means safe, adequate and cost-effective mental health treatment services delivered only on-site at the Centers, including but not limited to, mental health assessment by mental health staff, mental health treatment in accordance with the mental health assessment, monitoring of the offender's mental health status on a regular basis as needed, psychotropic medication, screening for Tardive Dyskinesia, emergency, urgent and routine referrals, and ensure that offenders identified as being

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developmentally disabled are assessed by a qualified mental health professional and provided treatment and monitoring in accordance with their needs.

“Confidential Information” means any material, data, or information disclosed by any Party to the other Party that, pursuant to agreement of the Parties or the State’s grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party’s business; (b) all information and materials relating to Third Party Vendors of State that have provided any part of State’s information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. Notwithstanding the foregoing, “Confidential Information” shall not include any material, data or information that the receiving Party can demonstrate is (i) lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; (ii) received from a third party not subject to any confidentiality obligation to the disclosing Party, (iii) now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or (iv) that is independently developed by the receiving Party without the use or benefit of the disclosing Party’s Confidential Information.

“Contract Year” means each year(s), based on a 12-month period that the Contract is in effect. The Contract Year(s) do not coincide with the State’s fiscal year(s).

“Deputy Director” means the head of a district or division within IDOC, or his or her designee.

“Electronic Medical Record” or “EMR” means an application environment composed of the clinical data repository, clinical decision support, controlled medical vocabulary, order entry, computerized provider order entry, pharmacy, and clinical documentation applications, to support the offender’s electronic medical records across inpatient and outpatient environments, and is used by healthcare practitioners to document, monitor, and manage health care delivery.

“Eligible Hospital Claims” means claims submitted to HFS for Hospital Services provided to offenders. To be an Eligible Hospital Claim, the claim must be submitted to HFS within one year of the date of service. Any claim prior to the implementation of this Contract will not be considered Eligible Hospital Claims.

“Centers” means Big Muddy CC, Centralia CC, Danville CC, Decatur CC, Dixon CC, East Moline CC, Graham CC, Hill CC, Illinois River CC, Jacksonville CC, Joliet Treatment Center, Lawrence CC, Lincoln CC, Logan CC, Menard CC, Pinckneyville CC, Pontiac CC, Robinson CC, Shawnee CC, Sheridan CC, Southwestern CC, Stateville CC, Taylorville CC, Vandalia CC, Vienna CC, Western CC.

“HFS” means the Illinois Department of Healthcare and Family Services and any successor agency.

“Health Care Unit” means the healthcare area at a Center.

“Health Care Unit Administrator” means the IDOC employee responsible for supervising the operation and activities of the Health Care Unit at a Center.

“Health Records” means any offender medical or mental health documentation.

“HIPAA: means the Health Insurance Portability and Accountability Act; Public Law 104-191.

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"Hospital Services" means all hospital inpatient, hospital outpatient, and hospital emergency room care and NIPS Claims provided to an offender in a hospital setting and billed by a hospital to HFS that are paid at the prevailing State rate set by HFS for Medical Assistance recipients at the time of service.

"IDOC Chief of Mental Health Services" means the individual employed by IDOC, or his or her designee, that oversees the behavioral/mental health services for the Centers.

"IDOC Medical Director" means the individual employed by IDOC, or his or her designee, that oversees the medical healthcare services for the Centers.

"ILCS" means Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>

"Medical Equipment" means any equipment with a unit cost in excess of \$100.

"Medical Supplies" means all medical equipment and commodity items with a unit cost of \$100 or less.

"Non-Hospital Services" means all professional services, examinations, procedures, lab and/or diagnostic tests, x-rays, treatments, etc. completed in a physician/practitioner's office, clinic or other place of service that IS NOT a hospital setting (hospital inpatient, hospital out-patient department, or hospital emergency room), that are the financial responsibility of the Vendor, and are NOT part of IDOC's hospital services' financial responsibility, even if the physician/practitioner is a hospital salaried employee and the physician/practitioner's office is located on the grounds of the hospital.

"NIPS Claims" means all professional services, examinations, procedures, lab and/or diagnostic tests, x-rays, treatments, etc. completed in a hospital setting during a hospital inpatient admission, and/or during a hospital emergency room visit, and/or in a hospital outpatient department as the place of service, and DID NOT occur in a physician/practitioner's office. NIPS claims are paid by IDOC, as they are billed to HFS as NIPS claims and are paid at the prevailing State rate that is set by HFS for Medical Assistance recipients at the time of service.

"On-site Medical Director" means the Vendor employee at each Center who provides services as a lead worker for staff in the Health Care Unit of such Center.

"Performance Guarantee" means the targeted performance levels by the Vendor specified in Appendix 14.

"PRN" means Pro Re Nata (Latin) meaning "As needed".

"Record" means all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials.

"Standards" means each of (i) applicable NCCHC standards, (ii) applicable American Correctional Association standards, (iii) current community standards and (iv) applicable state and federal constitutional requirements, each as in effect at the time of determination.

"State" means the State of Illinois, as represented through any agency, department, board, or commission, including HFS and IDOC.

"Tertiary Care" means specialized consultative care, usually on referral from primary or secondary medical care personnel, by specialists working in a center that has personnel and facilities for special investigation and

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RTP#5_ESI 0455592

treatment. (Secondary medical care is the medical care provided by a physician who acts as a consultant at the request of the primary physician.)

“Third Party” means any person or entity other than IDOC, the Vendor, or any of their respective Affiliates.

“Transfer Coordinator” means the IDOC employee who coordinates offender transfers from one Center to another Center.

“UIMCC” means the University of Illinois d/b/a University of Illinois Medical Center at Chicago.

“Utilization Management” or “Utilization Review” means an assessment of the need for and economy of an admission to a healthcare facility or continued hospitalization. The length of the hospital stay is compared with the average length of stay for similar diagnoses.

“Vendor Medical Director” means the State-wide physician employed by the Vendor to provide direction and oversight to Vendor staff and to interact directly with IDOC Medical Director to address and solve medical problems arising at the facilities.

“Vendor Mental Health Director” means the State-wide psychiatrist employed by the Vendor to provide direction to Vendor staff and provide utilization management for mental health services.

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RTP#5_ESI 0455593

SCHEDULE 1.2.22 TO THE CONTRACT

[To be attached]

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RTP#5_ESI 0455593

ATTORNEY EYES ONLY

RTP#5_ESI 0455594

SCHEDULE 2 TO THE CONTRACT

Schedule E Summary Table by Center

CENTER	FY2018 January 1, 2018 June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31, 2022)
BIG MUDDY						
CENTRALIA						
DANVILLE						
DECATUR						
DIXON						
EAST MOLINE						
GRAHAM						
HILL						
ILLINOIS RIVER						
JACKSONVILLE						
LAWRENCE						
LINCOLN						
LOGAN						
MENARD						
PINCKNEYVILLE						
PONTIAC						
ROBINSON						
SHAWNEE						
SHERIDAN						
SOUTHWESTERN						
STATEVILLE						
TAYLORVILLE						
VANDALIA						
VIENNA						
WESTERN						
Total by Contract Year	\$	\$	\$	\$	\$	
Grand Total (Combined five (5) Original Contract Years)				\$		

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ATTORNEY EYES ONLY

RTP#5_ESI 0455595

Schedule E Summary Table by Center (renewal years)

CENTER	FY2023 (January 1, 2023 - June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
BIG MUDDY						
CENTRALIA						
DANVILLE						
DECATUR						
DIXON						
EAST MOLINE						
GRAHAM						
HILL						
ILLINOIS RIVER						
JACKSONVILLE						
LAWRENCE						
LINCOLN						
LOGAN						
MENARD						
PINCKNEYVILLE						
PONTIAC						
ROBINSON						
SHAWNEE						
SHERIDAN						
SOUTHWESTERN						
STATEVILLE						
TAYLORVILLE						
VANDALIA						
VIENNA						
WESTERN						
Total by Contract Year	\$	\$	\$	\$	\$	
Grand Total (Combined five (5) Original Contract Years)	\$					
Grand Total (10 Years combined)	\$					

ATTORNEY EYES ONLY

RTP#5_ESI 0455595

ATTORNEY EYES ONLY

RTP#5_ESI 0455596

Per Intake Adjustment Rate Table

CENTER	FY2018 January 1, 2018- June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31, 2022)
STATEVILLE R&C/1,732						
LOGAN CC/196						
GRAHAM CC/255						
MENARD CC/91						
Total by Contract Year	\$	\$	\$	\$	\$	\$

Per Intake Adjustment Rate Table (renewal years)

CENTER	FY2023 January 1, 2023 – June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
STATEVILLE R&C/ 1,732						
LOGAN CC/196						
GRAHAM CC/255						
MENARD CC/91						
Total by Contract Year	\$	\$	\$	\$	\$	\$

Annual Hospital Utilization Threshold Table

Annual Hospital Utilization Threshold	FY2018 January 1, 2018 – June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022– December 31, 2022)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$

Annual Hospital Utilization Threshold Table (renewal years)

Annual Hospital Utilization Threshold	FY2023 (January 1, 2023 – June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined Optional five (5) Contract Renewal Years)					\$	
Grand Total (10 Years combined)					\$	

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RTP#5_ESI 0455597

EMR System Pricing

EMR Table #1	FY2018 January 1, 2018– June 30, 2018)	FY2019 (July 1, 2018 – June 30, 2019)	FY 2020 (July 1, 2019 – June 30, 2020)	FY2021 (July 1, 2020 – June 30, 2021)	FY2022 (July 1, 2021 – June 30, 2022)	FY2023 (July 1, 2022 – December 31, 2022)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$

EMR System Pricing (renewal years)

EMR Table #1	FY2023 (January 1, 2023– June 30, 2023)	FY2024 (July 1, 2023 – June 30, 2024)	FY2025 (July 1, 2024 – June 30, 2025)	FY2026 (July 1, 2025 – June 30, 2026)	FY2027 (July 1, 2026 – June 30, 2027)	FY2028 (July 1, 2027 – December 31, 2027)
	\$	\$	\$	\$	\$	\$
Grand Total (Combined five (5) Original Contract Years)						\$
Grand Total (10 Years combined)						\$

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RTP#5_ESI 0455597

APPENDIX 1 – Listing of Specialty Clinics, Infirmary Beds, Special Units by Location

IDOC currently operates 356 Infirmary Beds and 60 Dialysis Beds across the 25 Centers.

FACILITY	INFIRMARY BEDS	DIALYSIS BEDS
BIG MUDDY CC	18	
CENTRALIA CC	18	
DANVILLE CC	15	
DECATUR CC	9	
DIXON CC	28	
EAST MOLINE CC	14	
GRAHAM CC	23	42
HILL CC	15	
ILLINOIS RIVER CC	15	
JACKSONVILLE CC	8	
LAWRENCE CC	14	
LINCOLN CC	8	
LOGAN CC	15	
MENARDCC	26	
PINCKNEYVILLE CC	15	
PONTIAC CC	12	
ROBINSON CC	8	
SHAWNEE CC	16	
SHERIDAN CC	9	
SOUTHWESTERN CC	6	
STATEVILLE CC	32	18
TAYLORVILLE CC	8	
VANDALIA CC	9	
VIENNA CC	0	
WESTERN CC	15	
Total	356	60

IDOC's two female Centers operate OB/GYN clinics:

FACILITY	OB/GYN HOURS/WEEK
DECATUR CC	6
LOGAN CC	16
TOTA OB/GYNL	22

ATTORNEY EYES ONLY

APPENDIX 1

RTP#5 ESI 0455599

APPENDIX 1 – Listing of Specialty Clinics, Infirmary Beds, Special Units by Location

- a. On-Site physical therapy is currently provided at seven Centers including physical therapy assistants that perform exercises with the patients.

FACILITY	PT HOURS/WEEK	PTA HOURS/WEEK
DIXON CC	8	40
LAWRENCE CC	4	40
LOGAN CC	10	0
MENARD CC	4	40
PINCKNEYVILLE CC	10	40
STATEVILLE CC	14	0
WESTERN CC	2	20
TOTAL PHYSICAL THERAPY	52	

- b. All Centers provide clinics for Sick Call (Nursing and MD), General Medicine, Htn, DM, Asthma, Seizures, Hepatitis C, Lipis, and SS.
- c. Tele-medicine clinics with UICMC for HIV (all patients) and Hepatitis C eligible for Rx

APPENDIX 2 – IDOC Mental Health Caseload by Location

FACILITY	MH Caseload		SMI Caseload		Total Population	
	Median	Average	Median	Average	Median	Average
BIG MUDDY CC	513	513	119	119	1,827	1,827
CENTRALIA CC	351	351	44	44	1,523	1,523
DANVILLE CC	284	284	184	184	1,744	1,744
DECATUR CC	224	224	54	54	662	662
DIXON CC	857	857	670	670	2,306	2,306
EAST MOLINE CC	178	178	55	55	1,324	1,324
GRAHAM CC	287	287	139	139	1,865	1,865
HILL CC	432	432	170	170	1,738	1,738
ILLINOIS RIVER CC	422	422	112	112	1,956	1,956
JACKSONVILLE CC	167	167	73	73	1,269	1,269
LAWRENCE CC	717	717	222	222	2,126	2,126
LINCOLN CC	157	157	42	42	1,007	1,007
LOGAN CC	1092	1092	710	710	1,824	1,824
MENARD CC	978	978	330	330	3,527	3,527
PINCKNEYVILLE CC	850	850	222	222	2,145	2,145
PONTIAC CC	729	729	278	278	1,930	1,930
ROBINSON CC	182	182	74	74	1,190	1,190
SHAWNEE CC	405	405	46	46	1,676	1,676
SHERIDAN CC	324	324	223	223	1,903	1,903
SOUTHWESTERN CC	49	49	12	12	662	662
STATEVILLE CC	450	450	212	212	1,833	1,833
STATEVILLE R&C	450	450	129	129	2,006	2,006
TAYLORVILLE CC	189	189	91	91	1,175	1,175
VANDALIA CC	218	218	59	59	1,448	1,448
VIENNA CC	210	210	46	46	1,511	1,511
WESTERN CC	488	488	34	34	1,801	1,801

Source: Mental Health Data based on January 2016 population totals

- Totals exclude IDOC Boot camps and Adult Transition Center populations.
- There are no Mental Health caseload at IDOC's Boot camps
- IDOC is not responsible for Medical or Mental Health coverage of Adult Transition Centers.

ATTORNEY EYES ONLY

APPENDIX 2

RTP#5 ESI 0455601

APPENDIX 2 – Mental Health Residential Treatment Units (RTU), Psych Units (Inpatient) beds by Location

FACILITY	RESIDENTIAL TREATMENT UNITS	INPATIENT PLANNED
DIXON CC	625	0
PONTIAC CC	169	0
LOGAN CC (FEMALES)	144	0
JOLIET TC	TBD	0
ELGIN	0	44
PHASE II –PLANNED**	0	176
TOTAL	1,356	254

Source: Mental Health Data based on January 2016 population totals

a) Residential Treatment Units (RTU)

- Dixon Correctional Center (Grand total – 625)
 - i. Special Treatment Center (STC) – 412 beds
 - ii. & Dixon Psychiatric Unit (DPU) – 213
- Pontiac Correctional Center – Pontiac Mental Health Unit (Grand total – 169)
- Logan Correctional Center (Female facility) (Grand Total – 144)
 - i. Logan Mental Health Unit (Housing unit 14) and Health Care Unit – 119 beds
 - ii. Housing unit 41- *new construction* 25 beds
- Joliet Treatment facility (Grand total – 418)

b) Psychiatric Inpatient Hospital level of care facility (Grand total – 254)

- * Phase 1: 28 Female Beds and 50 Male Beds
- ** Phase 2: 176 Beds (Gender allocation to be determined)

ATTORNEY EYES ONLY

APPENDIX 3

RTP#5 ESI 0455602

APPENDIX 3 – Population Tables – Total Population

FACILITY	POPULATION
BIG MUDDY CC	1,794
CENTRALIA CC	1,513
DANVILLE CC	1,793
DECATUR CC	628
DIXON CC	2,337
EAST MOLINE CC	1,395
ELGIN TC	TBD
GRAHAM CC	1,944
HILL CC	1,810
ILLINOIS RIVER CC	2,002
IYC JOLIET	TBD
JACKSONVILLE CC	1,224
KEWANEE CC	TBD
LAWRENCE CC	2,183
LINCOLN CC	1,011
LOGAN CC	1,848
MENARD CC	3,510
MURPHYSBORO CC	TBD
PINCKNEYVILLE CC	2,375
PONTIAC CC	1,722
ROBINSON CC	1,201
SHAWNEE CC	1,697
SHERIDAN CC	1,887
SOUTHWESTERN CC	619
STATEVILLE CC	3,334
TAYLORVILLE CC	1,182
VANDALIA CC	1,377
VIENNA CC	1,636
WESTERN CC	1,923
Total	43,945

SOURCE: IDOC POPULATION 05-19-2016. Population totals include all Reception & Classification Centers, Work Camps and Boot Camps.

ATTORNEY EYES ONLY

APPENDIX 3

RTP#5 ESI 0455603

APPENDIX 3 – Population Tables – Total Population by Race

FACILITY	WHITE	BLACK	HISPANIC	AMER IND	ASIAN	OTHER	TOTALS
BIG MUDDY CC	858	773	232	2	3	2	1,870
CENTRALIA CC	432	875	219	4	3	0	1,533
DANVILLE CC	388	1,083	308	1	3	3	1,786
DECATUR CC	384	250	49	2	2	0	687
DIXON CC	674	1,263	389	4	1 2	2	2,344
EAST MOLINE CC	393	825	140	1	4	0	1,363
GRAHAM CC	1,080	756	79	3	7	0	1,925
HILL CC	345	1,194	269	4	1 2	1	1,825
ILLINOIS RIVER CC	500	1,125	379	2	6	0	2,012
JACKSONVILLE CC	345	716	193	2	5	1	1,262
LAWRENCE CC	440	1,461	296	2	7	0	2,206
LINCOLN CC	258	569	165	1	2	1	996
LOGAN CC	823	811	170	14	1 2	4	1,834
MENARD CC	952	2,327	442	3	8	0	3,732
PINCKNEYVILLE CC	519	1,562	233	3	8	3	2,328
PONTIAC CC	468	1,106	328	3	8	0	1,913
ROBINSON CC	350	626	217	3	4	0	1200
SHAWNEE CC	472	1,080	259	1	1 0	4	1,826
SHERIDAN CC	497	1,266	246	2	7	1	2,019
SOUTHWESTERN CC	346	307	44	0	3	1	701
STATEVILLE CC	579	2,539	364	2	1 0	2	3,496
TAYLORVILLE CC	839	236	104	3	8	0	1,190
VANDALIA CC	422	957	153	0	5	0	1,537
VIENNA CC	397	1,141	214	3	4	0	1,759
WESTERN CC	394	1,279	266	0	9	1	1,949
TOTALS	13,154	26,148	5,759	65	162	26	45,314

SOURCE: IDOC POPULATION 11-30-2015. Population totals include all Reception & Classification Centers, Work Camps and Boot Camps

ATTORNEY EYES ONLY

APPENDIX 3

RTP#5 ESI 0455604

APPENDIX 3 – Population Tables – Total Population by Age

FACILITY	<17	18 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 +	Total
BIG MUDDY CC	0	33	245	308	281	226	210	171	162	99	135	1,870
CENTRALIA CC	0	42	214	246	239	254	184	143	108	71	32	1,533
DANVILLE CC	0	39	281	297	334	258	207	132	117	64	57	1,786
DECATUR CC	0	9	65	97	101	119	102	79	66	35	14	687
DIXON CC	0	32	229	263	326	325	323	24	215	139	238	2,344
EAST MOLINE CC	0	49	168	219	201	205	176	140	111	68	26	1,363
GRAHAM CC	00	51	313	348	301	250	234	159	135	73	61	1,533
HILL CC	0	61	285	290	297	258	220	178	116	68	52	1,825
ILLINOIS RIVER CC	19	66	293	333	328	304	205	195	129	83	57	2,012
JACKSONVILLE CC	00	25	170	197	221	185	171	142	103	47	22	1,283
LAWRENCE CC	0	77	412	384	316	286	232	199	135	94	71	2,206
LINCOLN CC	0	12	122	141	156	178	134	112	75	47	19	996
LOGAN CC	0	34	273	361	337	232	215	170	95	70	47	1,834
MENARD CC	0	65	420	521	649	600	454	353	292	188	190	3,732
PINKNEYVILLE CC	1	182	604	386	317	239	181	153	127	72	66	2,328
PONTIAC CC	0	51	272	292	290	255	240	167	169	91	86	1,913
ROBINSON CC	0	19	158	180	201	169	169	118	90	55	41	1,200
SHAWNEE CC	0	87	354	324	254	255	186	154	116	57	39	1,826
SHERIDAN CC	0	104	438	379	307	216	205	158	132	60	20	2,019
SOUTHWESTERN CC	0	31	109	115	121	91	83	75	42	21	13	701
STATEVILLE CC	0	166	619	519	468	473	311	299	294	179	168	3,496
TAYLORVILLE CC	0	17	111	158	170	158	126	158	130	83	79	1,190
VANDALIA CC	0	107	300	256	214	169	146	136	120	66	23	1,537
VIENNA CC	0	109	311	276	286	194	192	168	125	66	32	1,759
WESTERN CC	0	61	338	339	289	266	228	160	136	75	57	1,949
Total	20	1,525	7,097	7,226	7,000	6,160	5,131	4,173	3,342	1,970	1,644	45,314

SOURCE: IDOC POPULATION 11-30-2015. Population totals include all Reception & Classification Centers, Work Camps and Boot Camps

APPENDIX 4 – SCHEDULE E DEFINITIONS, INSTRUCTIONS, SCHEDULE(S) D1-4 AND SAMPLE SCHEDULE E:

The Schedule E's are in an attachment in Excel spreadsheet format to this RFP. Schedule E's must be completed by Offeror for each of the 10 years in the initial contract term and renewal term(s).

Schedule E Definitions:

1. **Administrative services:** Vendor costs for onsite planning, coordinating, and directing a broad range of services that allow the Vendor to operate efficiently.
2. **Average Daily Population:** The total number of offenders in a given month, divided by the number of days in that month.
3. **Off-site administrative staff:** Vendor costs for off-site Vendor staff that carry out administrative services specific to the Contract.
4. **Direct care costs:** Specific Vendor expenses related to the operations of the Health Care Unit and the delivery of health care services to offenders. Examples:
 - 4.1.1 Allowable direct charges for healthcare services in the Health Care Unit
 - 4.1.2 Costs for staff who provide healthcare services in the Health Care Unit
 - 4.1.3 Evaluations of provided health care services
 - 4.1.4 Center, Medical Equipment, and Medical Supplies that primarily support healthcare services in the Health Care Unit
5. **Indirect administrative costs:** General Vendor expenses related to overall administration of an organization. (Cannot exceed 5% of direct costs). Examples:
 - 5.1.1 Accounting, financial, contracting or general legal services
 - 5.1.2 General liability insurance that protects the organization (not solely related to the Contract)
 - 5.1.3 Directors and officer insurance
 - 5.1.4 Audits
6. **Management fee:** A fixed fee that the Vendor charges IDOC for its services and work under the Contract.
7. **Dental:** Vendor costs to arrange for dental care including the provision of dentists and healthcare staff for dental checkups, routine care, dental emergencies, dental prosthetics, oral surgery, and dental laboratory services. All services provided by the Vendor or the Vendor's subcontractors shall be in accordance with IDOC policies and procedures and IDOC performance-based audit standards.
8. **Mental health:** Vendor costs to provide psychiatrists and qualified mental health professionals to provide the Comprehensive Mental Health Program in accordance with the Contract, IDOC policies, procedures and IDOC performance-based audit standards..

APPENDIX 4 – SCHEDULE E DEFINITIONS, INSTRUCTIONS, SCHEDULE(S) D1-4 AND SAMPLE SCHEDULE E:

9. **Pharmacy:** Vendor costs to arrange for the provision of pharmacy services that are in compliance with all court orders, laws, regulations and the provisions of the Contract, including Section 1.2.11 thereof. All medications/pharmaceuticals will be supplied by the Vendor except Hepatitis C and HIV/AIDS drugs/medications.
10. **Optical:** Vendor costs for the provision of optical healthcare services that are in compliance with all IDOC policies, procedures, IDOC performance-based audit standards and the provisions of the Contract, including Section 1.2.6 thereof.
11. **Non-Hospital Services:** Vendor costs for all professional services, examinations, procedures, diagnostic tests, treatments, etc., with the exception of laboratory and radiology service lines, that are completed in a physician/practitioner's office and/or clinic and/or place of service. Vendor has financial responsibility for payment of all Non-Hospital Services, even if the physician/practitioner is a hospital salaried employee and/or the physician office is located on the grounds of the hospital.
12. **Ancillary:** Vendor costs to provide supplemental supportive services/staff such as physical therapy, physical therapists, physical therapy assistants, speech therapy, interpreters, oxygen therapy, oxygen equipment, and any other rehabilitative healthcare personnel/services, as clinically indicated in accordance with IDOC policies and procedures, IDOC performance-based audit standards and the Contract.
13. **Laboratory:** Vendor costs for the provision of on-site, off-site, and/or subcontracted laboratory services that are NOT included in IDOC's Hospital Services responsibilities.
14. **Radiology:** Vendor costs for the provision of onsite, offsite and/or subcontracted radiology services that are NOT included in IDOC's Hospital Services responsibilities.
15. **Support:** Vendor costs to provide staff assistants, medical records personnel, and an electronic medical record system for the Health Care Unit.
16. **Personnel Services:** Annual sum of personnel salaries for that line/category of services.
17. **Fringe benefits:** Annual sum of fringe benefits for that line/category of services.
18. **Non-capita base:** Annual sum of personnel services (salaries) and fringe benefits for that line/category of services.
19. **Per capita daily:** Daily total costs per offender for that line/category of services.
20. **Annual per capita:** Annual total costs per offender for that line/category of services computed as per capita daily base x 365.
21. **Per capita base:** Annual total costs for center for that line/category of services computed as per capita daily base x 365 x center's average daily population.
22. **Program adjustment:** Multiplier used to calculate applicable liquidated damages in the event of a breach of a performance guarantee by the Vendor.
23. **Total contract:** Sum of non-capitated base and per capita base for all lines/categories of services.

INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULES**BASE FOR CALCULATING BUDGETS:**

Base budget figures on a projected average daily population listed on Schedule E. Offeror is also required to complete and submit the tables set forth in Section 1, Part E of the RFP and submit with Schedule D's & E's within such Offeror's Pricing Proposal. Use of other population base may disqualify your proposal.

SCHEDULE D-1 – SALARIES AND FRINGE BENEFITS SCHEDULE:

Salaries: Indicate total annual salary for each position classification. If more than one staff-member will fill a position, indicate annual aggregate for that position classification.

Benefits: Indicate total benefits for all applicable positions.

SCHEDULE D-2 – PHARMACY COST DETAIL

1. Cancer Medications (Sub-Total)
2. Gastrointestinal Medications (Sub-Total)
3. Psychotropic Medications (Sub-Total)
4. Other Medications (Sub-Total)
5. Total Prescription Cost
6. Medical Supply Cost
7. Miscellaneous Cost
8. Pharmacy Technician Cost (also include # of hours per week and cost per hour)
9. Other Pharmacy Staff

**** Totals for Schedule D-2 must equal the Total Pharmacy Cost in columns 1, 2, and 5 on the Schedule E.**

SCHEDULE D-3 – INSURANCE COST DETAIL

1. Malpractice Insurance Cost
2. Liability Insurance Cost
3. Re-Insurance (Catastrophic) Insurance Cost
4. Workers Compensation
5. Other (List)

**** Total for Schedule D-3 must equal the Total Insurance Cost Detail in items 1 through 5.**

SCHEDULE D-4 – MENTAL HEALTH COST DETAIL

1. Staffing
2. Pharmacy
3. Other (Detail List)

**** Total of Schedule D-4 must equal the total Mental Health Cost in columns (1-5) of the Schedule E Budget Recap.**

INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULES

SCHEDULE E – BUDGET RECAP - The Schedule E's are in an attachment in Excel spreadsheet format to this RFP. Schedule E's must be completed by Offeror for each of the 10 years in the initial contract term and renewal term.

1. Transfer salaries and fringe benefit totals from Schedule D-1 to total costs in columns 1 and 2 on Schedule E.
2. Enter other budget items in the appropriate boxes, e.g. off-site administrative costs, management fee, Non-Hospital Services, professional services, examinations, procedures, diagnostic tests, and treatments, with the exception of laboratory and radiology service lines, that are completed in a physician/practitioner's office and/or clinic must be combined and categorized as "Non-Hospital Services" costs on the Schedule E. Services and commodities budgets are to be allocated by program as indicated.
3. Total each column down to total line item costs.
4. Total line item costs by program (columns 1-8 = column 9).
5. Ensure column 9 total agrees with total line item costs (columns 1-8).
6. Total costs should also be provided for all facilities in the same format as the Standard IDOC Budget Schedule E.

SAMPLE SCHEDULES D1- D4

SALARIES, FRINGE BENEFITS--Schedule D1: The achievement of transparency requires that Offeror provide IDOC with its actual staffing and benefit costs and a clearly defined fee for administrative costs related to staffing.

- 1 Offeror shall complete a staffing plan for all Centers in a spreadsheet format that identifies the number and type of staff (by shift) they will provide to meet the expectations for the delivery of Comprehensive Healthcare to IDOC:
 - a. Staffing Cost Analysis:
 - The salary range and midpoint for each position;
 - The actual benefit/fringe cost for each position; and
 - The total administrative costs associated with the staffing
 - This plan should include any administrative staff needed to initiate and continue delivery of the health services required in this RFP.
 - The plan must also indicate how coverage will be provided for staff on vacation or other scheduled leaves of absence.
 - This plan will identify the minimum number of management and line staff positions by position title and scheduled hours of service for each position and each institution.
 - IDOC requires the information set forth in Part A in order to have comparative data across all Offeror responses to this RFP.
 - b. Additional Staffing Information. Offeror shall provide the following as an attachment to its response to this RFP:
 - A full and complete explanation of the differences between its proposed staffing Matrix and IDOC's current Matrix, and the rationale for the structure of its Matrix, including the number, type, and distribution of Personnel positions contained therein;
 - Any details on proposed salary ranges structures for different Centers (e.g., whether salaries will be higher at maximum security Centers than at medium security and minimum security Centers);
 - A full and complete description of Offeror's benefit package;
 - A full and complete explanation of how Offeror will determine the salary and benefit level for Personnel who are working for the current vendor(s) and who may be recruited by Offeror; and
 - A full and complete explanation of Offeror's administrative costs for the staffing component, including a detailed description of the specific costs that are included in such administrative costs.
 - c. Staffing Matrix: Administration: The staffing plan will be the basis for staffing throughout the Contract term.
 - A final staffing plan may be developed and submitted for each Center upon award of the Contract, but shall only differ from the preliminary plan with the approval of the IDOC Director of Health Services
 - IDOC shall monitor and review staffing levels throughout the term of the Contract.
 - Such monitoring and review of staffing levels may include conducting a formal staffing analysis for which IDOC may engage a consultant. IDOC may require that the Vendor respond to such a staffing analysis.
 - At any time during the term of the Contract, upon the request of the IDOC, the Vendor shall provide the actual salary and the actual benefit cost for each Personnel position listed on the Matrix.
 - Staffing level changes that may be required from time to time shall be by written approval of the IDOC Medical Director.
 - Compensation adjustments shall be based solely on the direct costs of rate and benefits.
 - Such changes shall be implemented with the written approval of IDOC, and reflected by appropriate amendments to the Staffing Matrix.

ATTORNEY EYES ONLY

APPENDIX 4

RTP#5 ESI 0455610

SAMPLE SCHEDULES D1- D4

- Any Personnel position that has not been filled by a permanent incumbent for one hundred and eighty (180) days or more may be removed from the Staffing Matrix by IDOC. If this occurs, IDOC shall be entitled to a Staffing Level Adjustment.

Please provide a breakdown of cost for each Center.

Position	Salaries	Benefits	Admin	Total
Subtotal Salaries & Fringes Center				

PHARMACY COST DETAIL--Schedule D-2

Schedule D-2 corresponds to the total cost of Pharmacy proposed on the Schedule E.

Please provide a breakdown of cost for each Center.

Pharmacy Category	Rate	Total Cost
Cancer Medications		
Gastrointestinal Medications		
Psychotropic Medications		
Other Medications		
Subtotal – Prescription Cost		
Medical Supply Costs		
Miscellaneous Costs		
Pharmacy Technician Cost	Hours Per Week x Cost Per Hour	
Other Pharmacy Staff		
Total Pharmacy Cost**		

** Total of Schedule D-2 must equal the total Pharmacy Cost in columns (1, 2, and 5) of the Schedule E Budget Re-cap.

ATTORNEY EYES ONLY

APPENDIX 4

RTP#5 ESI 0455611

SAMPLE SCHEDULES D1- D4**INSURANCE COST DETAIL--Schedule D-3**

Please provide a breakdown of cost for each Center.

Insurance Category	Total Cost
Malpractice	
Liability	
Re-Insurance/Catastrophic	
Workers Compensation	
Other - List	
Total Insurance**	

MENTAL HEALTH COST DETAIL Schedule D-4

Please provide a breakdown of cost for each Center.

Position	Salaries	Benefits	Total
Subtotal Salaries & Fringes Center			

** Total of Schedule D-4 must equal the total Mental Health Cost in Columns (1-5) of the Schedule E Budget Recap.

ATTORNEY EYES ONLY

RTP#5_ESI 0455612

SAMPLE SCHEDULE E

BUDGET RECAP

	PERSONAL SERVICES (1)	BENEFITS (2)	SERVICES (3)	COMMODITIES (4)	PHARMACY (5)	NON-HOSPITAL SERVICES (6)	OFF-SITE ADMIN (7)	MGMT FEE (8)	TOTAL PROGRAM BUDGET (9)
ADMINISTRATION	*****	*****	*****	*****	*****	*****			
DIRECT CARE					*****	*****	*****	*****	
DENTAL					*****	*****	*****	*****	
MENTAL HEALTH						*****	*****	*****	
PHARMACY			*****	*****	*****	*****	*****	*****	
ANCILLARY					*****	*****	*****	*****	
LABORATORY					*****	*****	*****	*****	
RADIOLOGY					*****	*****	*****	*****	
SUPPORT					*****	*****	*****	*****	
OPTICAL					*****	*****	*****	*****	
NON-HOSPITAL SERVICES	*****	*****	*****	*****	*****	*****	*****	*****	
TOTAL LINE ITEM COSTS									

RTP#5_ESI 0455612

ATTORNEY EYES ONLY

RTP#5_ESI 0455613

SUBMITTED BY:

COMPANY

POPULATION BASE -

SIGNATURE

ATTORNEY EYES ONLY

RTP#5_ESI 0455613

ATTORNEY EYES ONLY

RTP#5_ESI 0455614

APPENDIX 5

APPENDIX 5– STAFFING SCHEDULES

The Staffing Schedules for each Center are in an attachment to this RFP in Excel spreadsheet format.

The staffing schedules are representative of the current staffing per Center. However, in order to meet operational needs of a Center, these schedules may vary upon IDOC approval. Such deviation must be approved on a Temporary Staffing Form.

The Vendor will be expected to staff all medical employees, except for Health Care Unit Administrators and Mental Health Unit Administrators.

An example of the Temporary Staff Schedule Change Request Form follows:

ATTORNEY EYES ONLY

RTP#5_ESI 0455614

ATTORNEY EYES ONLY

RTP#5_ESI 0455615

Appendix 6

ILLINOIS DEPARTMENT OF CORRECTIONS**Temporary Staff Schedule Change Request*****Center:** _____**Position Title:** _____

Permanent Employee

Name/Replacement Employee Name: _____

**Standard Position
Schedule:****Change(s) Requested:**

Weekday	Time
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

Date	Weekday	Time

Contract Hours: _____**Actual Hours:** _____**Variance:** _____**Date Submitted to IDOC Designee:** _____**Comments:**

ATTORNEY EYES ONLY

RTP#5_ESI 0455615

ATTORNEY EYES ONLY

RTP#5_ESI 0455616

Appendix 6

HEALTH SOURCES**Temporary Staff Schedule Change Request***

To be filled out by Warden or Business Agent

This change will result in overtime costs to the state ☐ Yes ☐ No

If overtime cost will accrue, estimate cost. _____

HCUA/ Designee _____

Print

Signature

Date

☐ Approved ☐

Denied

Medical Director or
Chief of Mental
Health

Warden

Signature

Date

☐ Approved ☐

Denied

Reviewed by
Business
Administrator☐ Yes ☐ No

Vendor

Signature

Date

Management—

*Except for emergency situations, schedule changes to be submitted in advance of change occurring

ATTORNEY EYES ONLY

RTP#5_ESI 0455616

ATTORNEY EYES ONLY

RTP#5_ESI 0455617

Appendix 7

Utilization Tables

The following Utilization Tables will be included as .pdf attachments to this RFP.

- Lab Encounters by Contract Year 2013-2015
- Encounters by Prescription 2013-2015
- Non-Hospital Off-Site Encounters 2013-2015
- Summary Hospital Services Utilization Data 12-17-2014 through 12-16-2015

ATTORNEY EYES ONLY

RTP#5_ESI 0455617

ATTORNEY EYES ONLY

RTP#5_ESI 0455618

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

This section specifies the minimum qualifications which must be met by persons filling individual positions required by the Centers whether employee or subcontractor of the Vendor.

ON-SITE MEDICAL DIRECTOR**MINIMUM REQUIREMENTS**

1. Licensed by the State of Illinois to practice medicine in all its branches
2. Current DEA number
3. CPR Certification

PREFERRED EXPERIENCE

4. Correctional Health Care
5. Completion of an accredited primary care residency training program
6. Board Certified or Eligible
7. Family Practice or Internal Medicine
8. Emergency Medicine
9. ACLS Certification
10. Management experience

The Medical Director shall provide the overall supervision for clinical services at the Center; shall attend offenders, provide expertise on offenders' medical and healthcare related issues to staff and correctional executives, and conduct the liaison function for clinical matters with medical providers outside the Center.

The Medical Director shall be responsible for ensuring that services of the Center's Health Care Unit are conducted in accord with standards of medical care delineated by State regulations and IDOC policies and procedures.

a. ADMINISTRATIVE

11. Medical Director shall evaluate all existing medical programs and assess the health care needs of the offender population, making recommendations regarding medical programs or services as appropriate.
12. Medical Director shall assist in designing and implementing policies, procedures and protocols for Health Care Unit and Medical staff.
13. Medical Director shall be responsible for reporting any problems and/or unusual incidents to the CAO or his designee.
14. Medical Director shall attend staff meetings and participate on various committees as requested by the CAO or his designee.
15. Medical Director shall represent the Health Care Unit in discussion with local civic groups or visiting officials of IDOC as mutually agreed upon by the parties.
16. In the event of an emergency the Medical Director shall provide emergency care and referrals to appropriate hospitals, physicians and/or consultant specialists.

ATTORNEY EYES ONLY

RTP#5_ESI 0455618

ATTORNEY EYES ONLY

RTP#5_ESI 0455619

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**b. TRAINING AND ORIENTATION**

17. In-Service Training Medical Director shall direct the development of the Center's continuing medical education curriculum and establish a program providing in-service education.
18. Medical Director shall be responsible for ensuring that staff receives training, as necessary to ensure proper performance of their job duties.

c. STAFF RECRUITMENT AND EVALUATION

19. Medical Director shall conduct an interview of health care staff, as requested by the CAO or designee, or Health Care Unit Administrator.
20. Medical Director shall supervise and direct the clinical activities of all health care staff, including:
 - i. Supervising infirmary rounds made on offenders by other physicians.
 - ii. Reviewing and approving all referrals to outside hospitals or specialists.
 - iii. Evaluating services and treatment provided by other staff physicians, physicians' assistants, and other health care staff.
 - iv. Properly completing employee evaluations for those employees under Medical Director's direct supervisor, in accordance with applicable state rules.
 - v. Participating in disciplinary hearings of other employees as requested by the CAO or his designee.
 - vi. Assisting in planning schedules of health care staff to provide optimal coverage.

d. QUALITY ASSURANCE

21. Medical Director shall develop and implement a quality assurance program that may include, but is not limited to, audit and medical chart review procedures.

e. CLINICAL DUTIES

22. Medical Director shall be responsible for:
 - vii. Conducting offender sick call on days and at times determined by the Center.
 - viii. Examining, diagnosing and treating offenders referred to Medical Director.
 - ix. Reviewing and/or monitoring the staff physician review of all laboratory and X-ray and ancillary reports, and ensuring that the review is documented in the offender's chart.
 - x. Examining and rendering initial emergency medical treatment to all persons who are injured or who become ill while on the premises. These persons shall be referred to their physician for any necessary follow-up care.
 - xi. Providing 24-hour on call emergency care to the Center when requested by the CAO or his designee.
 - xii. Periodically evaluating dietary personnel to ensure that they satisfy all health requirements applicable to dietary workers.
 - xiii. Providing minor surgical treatment at the Center as deemed medically appropriate to include suturing for minor lacerations.
 - xiv. Conducting infirmary rounds, or in his absence, ensuring that rounds are conducted by designee.
 - xv. Conducting intake and annual physical examinations on offenders according to IDOC AD's or as dictated by good medical practice. These duties may be assigned to designee.
 - xvi. Evaluating food handler candidates prior to assignment and periodically thereafter to ensure compliance with all health regulations. These duties may be assigned to designee.

f. REFERRALS TO OUTSIDE HOSPITALS OR SPECIALISTS

ATTORNEY EYES ONLY

RTP#5_ESI 0455619

ATTORNEY EYES ONLY

RTP#5_ESI 0455620

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

23. Medical Director shall make referrals and arrangements with medical specialists under contract as needed for treatment of those offenders with health care problems that may extend beyond the scope of services provided by the Contract.
24. Medical Director shall review the health care status of offenders admitted to outside hospitals to ensure that the duration of the hospitalization is no longer than medically indicated.
25. Medical Director shall ensure that discharge summaries are furnished to the Center by the hospital in a timely fashion.

OFFICE COORDINATOR

MINIMUM REQUIREMENTS

1. High School graduate
2. Two years of secretarial experience
3. Ability to multi-task
4. Proficient in the use of office equipment: computers, copy machines, telephones and dictation
5. Types 60 words per minute

Supervises clerical staff at the Center; provides general secretarial and receptionist services as assigned, monitor's goals of the Health Care Unit. The Office Coordinator shall:

1. Develop and update departmental policies and procedures.
2. Coordinates the office activities of Vendor office staff.
3. Submit monthly reports on department activities.
4. Schedule training for the Vendor staff.
5. Responsible for orientation for new Vendor personnel.
6. Scheduling or administering for medical personnel.
7. Organize personnel files for vendor personnel and ensures that paperwork is complete.
8. Assist Vendor employees in the department with problem resolution and performance.
9. Assist the Health Care Unit Administrator to ensure that contract obligations are met.
10. Supervise clerical staff for scheduling and furloughs.
11. Coordinate and perform special projects as assigned by the Health Care Unit Administrator.
12. Actively participate in the QI meeting. Responsible for the meeting minutes.
13. Coordinate to ensure that payroll documents are submitted to the Vendor.
14. Other duties as assigned.

ATTORNEY EYES ONLY

RTP#5_ESI 0455620

ATTORNEY EYES ONLY

RTP#5_ESI 0455621

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**PHYSICIAN****MINIMUM REQUIREMENTS**

1. Licensed by the State of Illinois to practice medicine in all its branches
2. CPR certification
3. Current DEA number

PREFERRED EXPERIENCE

4. Correctional Health Care
5. Family Practice or Internal Medicine
6. Emergency Medicine

Physicians shall be Health Care Unit based, but shall enter other areas, as necessary. The physician shall be responsible for inpatient admissions and rounds at local hospitals where requested.

a. ADMINISTRATIVE

1. Physician shall make recommendations regarding medical programs or services to the Medical Director.
2. Physician shall assist in designing and implementing policies, procedures and protocol for Health Care Unit and Medical staff, as requested by the Medical Director.
3. Physician shall be responsible for reporting any problems and/or unusual incidents to the Medical Director or his designee.
4. Physician shall attend staff meetings and participate on various committees as requested by the CAO, the Medical Director or his/her designee.
5. Physician shall provide emergency care and make appropriate referrals to outside hospitals and physicians specialists.

b. TRAINING

6. In-Service Training

Physician shall provide input to the Medical Director regarding staff training needs and shall participate in training as requested by the Medical Director or designee.

c. STAFF EVALUATION

7. Physician shall supervise and direct the clinical activities of ancillary health care staff working under his/her direction or in his/her absence.
8. Physician shall participate in disciplinary hearings of other employees as requested by the Chief Administrative Office, the Medical Director or their designee.

d. QUALITY ASSURANCE

9. Physician shall participate in a quality assurance program, which may include, but is not limited to, audit and medical chart review procedure, as requested by the Medical Director or designee.

ATTORNEY EYES ONLY

RTP#5_ESI 0455621

ATTORNEY EYES ONLY

RTP#5_ESI 0455622

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

e. CLINICAL DUTIES

Physician shall be responsible for:

10. Conducting offender sick call on days and at times scheduled by the Medical Director.
11. Examining, diagnosing and treating offenders referred to the Physician.
12. Reviewing all laboratory and x-ray and ancillary reports and documenting the review in the offender's chart, as requested by the Medical Director or designee.
13. Examining and rendering initial emergency medical treatment to persons who are injured or who become ill while on the premises. These persons shall be referred to their physician for any necessary follow-up care.
14. Performing employment, Workers' Compensation or other physical examinations for the Center.
15. Examining employees to assess physical fitness to perform duties as required by the Medical Director or his designee.
16. Periodically evaluating dietary personnel to ensure that they satisfy all health requirements applicable to dietary workers.
17. Providing minor surgical treatment at the Center as deemed medically appropriate to include suturing for minor lacerations.
18. Formulating written individual treatment plans for offenders with medical problems that include directions to Health Care and other personnel regarding their roles in the care and supervision of these parties.
19. Conducting infirmary rounds as requested by the Medical Director or his/her designee.
20. Conducting intake and annual physical examinations on offenders as provided for by IDOC procedures or as dictated by good medical practice.
21. Evaluating food handler candidates prior to assignment and periodically thereafter to ensure compliance with all health regulations.

f. REFERRALS TO OUTSIDE HOSPITALS OR SPECIALISTS

22. Physician shall make recommendations to the Medical Director for non-emergency referrals to medical specialists or outside hospitals as needed for diagnosis or treatment of those offenders with health care problems that may extend beyond the scope of services provided by this contract. In the case of an emergency or as requested by the Medical Director or his designee, Physician shall make hospital or specialty referrals.

g. RECORDKEEPING

23. Physician shall document all health care contracts in the offender's health care record in the problem oriented medical records format.
24. Physician shall train and assist health care staff in problem oriented medical record procedures, as necessary or as directed by the Medical Director.
25. Health care contracts with staff or visitors shall be documented in the manner prescribed by the Medical Director or his designee.

ATTORNEY EYES ONLY

RTP#5_ESI 0455622

ATTORNEY EYES ONLY

RTP#5_ESI 0455623

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

REGISTERED NURSE

MINIMUM REQUIREMENTS

1. Illinois licensed (RN)
2. CPR certification

PREFERRED EXPERIENCE

3. Correctional nursing

General assessment of health and nursing care needs of offenders. Provide general direction to other health care personnel in meeting medical needs of offenders. The Registered Nurse shall:

1. Assess, plan, and deliver nursing care to offenders.
2. Supervise other nursing and nursing paraprofessional personnel in patient care.
3. Coordinate multiple medical services for diagnosis and treatment as directed by the physician.
4. Enter housing units to pass medications, or other sundry items and to conduct backup screening when necessary.
5. Maintain aseptic techniques and infection control precautions as required.
6. Assist physician in minor medical or surgical procedures.
7. Assist in screening of apparent emergencies for necessity and priority to be seen by the Physician, and conducts daily sick call screening.
9. Check and change surgical dressings as required.
10. Maintain working knowledge of pharmacology including drug reaction/overdose.
11. Maintain working knowledge of therapeutic diets and nutrition.
12. Maintain working knowledge of social and behavioral sciences, particularly as applied to the correctional center setting.
13. Be capable of giving CPR instructions and ability to take charge in a CPR emergency.
14. Maintain the Problem Oriented Medical Record.
15. Administer medications including IV therapy and IM injections upon physician's orders.
16. Recommend improved procedures, equipment, and supplies to Supervisor.
17. Participate in periodic quality of care and chart review.
18. Notify supervisor and complete written report for any medical or security incidents.
19. Present/participate in in-service education sessions.

ATTORNEY EYES ONLY

RTP#5_ESI 0455623

ATTORNEY EYES ONLY

RTP#5_ESI 0455624

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

PHYSICIAN SPECIALISTS

MINIMUM REQUIREMENTS

1. Licensed by the State of Illinois to practice medicine in all its branches
2. Specialty Board certified or eligible
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional health care
5. Center's health care

All physician specialists shall provide on-site and/or office specialty evaluations, diagnosis and treatment of offenders who are referred for such consultation by the on-site physician. The physician specialist shall provide on-site and/or office evaluations, diagnosis and treatment.

In addition, the Surgery and Orthopedics Specialists shall:

1. Provide on-site and/or office minor surgical procedures as needed.
2. Perform inpatient surgical procedures as needed upon agreement with the Medical Director.

The Obstetrics-Gynecology Specialist shall:

1. Provide outside hospital inpatient services for obstetric or gynecological offenders.
2. Ensure admission to a community hospital for delivery of infants, and ensure inpatient services to offenders while in community hospital.
3. Provide obstetrical services to offenders upon return from community hospital for a period of six (6) weeks.
4. Ensure proper documentation of all pre and postnatal care provided to offenders.
5. Ensure proper documentation of all gynecological services provided or referred for additional tests.

ATTORNEY EYES ONLY

RTP#5_ESI 0455624

ATTORNEY EYES ONLY

RTP#5_ESI 0455625

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

PHYSICIAN ASSISTANT/ NURSE PRACTITIONER

MINIMUM REQUIREMENTS

1. Illinois licensed (PA)
2. Illinois licensed (APN-NP)
3. One (1) year of working experience
4. CPR certification

PREFERRED EXPERIENCE

5. Correctional health care
6. Large clinic

The physician assistant/nurse practitioner performs mid-level professional medical services to the offender population consistent with a current collaborative agreement and under the supervision of the Medical Director and shall:

1. Assign, supervise, direct and train other health care personnel in their duties concerning offender care, personal hygiene, sanitation, etc. May assist in supervising the serving and proportions of special diets, ensures that proper medical practices are observed.
2. Examine for, recognize and interpret symptoms of offenders conditions; participate in and assist in remedial measures and technical decisions based upon sound medical practice and knowledge.
3. Order medications for offenders as required and with approval of physician or dentist.
4. Order supplies necessary for performance of duties.
5. Prepare offenders for and perform or assist in special treatments, procedures and examinations, may make hospital rounds, cell house rounds and staff the screening areas and will perform historical and physical examinations.
6. Maintain clinical charts and records in P.O.M.R. format, make oral and written reports when required to do so.
7. Assist or perform with supervision, minor surgical procedures.
8. Enforce written policies and procedures of the Health Care Unit and Center.
9. Perform other procedures and duties as assigned, required or qualified.

ATTORNEY EYES ONLY

RTP#5_ESI 0455625

ATTORNEY EYES ONLY

RTP#5_ESI 0455626

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

LICENSED PRACTICAL NURSE

MINIMUM REQUIREMENTS

1. Illinois licensed (LPN)
2. CPR certified

PREFERRED EXPERIENCE

3. Correctional health care

Under the supervision of a physician or registered nurse, performs non-professional nursing care duties as assigned.

1. Observes, records and reports symptoms, reactions and changes in the condition of all patients.
2. Carries out designated nursing and treatment protocols.
3. Administers medications and injections.
4. Takes vital signs (temperature, pulse, respiration and blood pressure).
5. Applies and changes dressings per wound care orders.
6. Provides for emotional and physical comfort and safety of offenders.
7. Assists with activities of daily living with special attention to therapeutic significance.
8. Assists in maintaining working and living areas and supplies in good order.
9. Serves as a member of a nursing care and treatment team.
10. Assists with orientation of new employees.
11. Assists physician as assigned.
12. Supervises offenders in the maintenance, cleanliness and sanitation of the environment.
13. Other duties as required and/or assigned.

ATTORNEY EYES ONLY

RTP#5_ESI 0455626

ATTORNEY EYES ONLY

RTP#5_ESI 0455627

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

CERTIFIED NURSING ASSISTANT

MINIMUM REQUIREMENTS

1. Meets state and federal requirements as a CNA and is listed on the Illinois Department of Public Health registry as an Illinois CNA
2. CPR certified

PREFERRED EXPERIENCE

3. One-year hospital or nursing home direct care experience

The Certified Nursing Assistant works under the supervision of a licensed practical nurse or registered nurse. The duties include:

1. Helping offenders with meals by setting up meal trays or feeding them.
2. Total care of or assisting offenders with grooming and dressing needs.
3. Assists in changing the offender's position as necessary at least every 2 hours and assisting with range of motion exercise.
4. Assists offenders with their elimination needs for bladder and bowels.
5. Assists offenders to the bathroom and change attends as necessary to keep the perineal area clean and dry to prevent skin breakdown. Skin massage as necessary.
6. Changing the linens on the beds and straightened the bed linens. Assist in keeping the environment clean and tidy.
7. Taking vital signs of temperature, pulse, respirations, blood pressure and weights.
8. Documents in the medical record progress notes using the SOAP format accurately.
9. Assists the nurse in doing treatments such as dressing changes, and wound care.
10. Assists offenders with their mobility needs such as walking, transferring to a wheel chair or geri-chair.
11. Reports all findings to the charge nurse and gives an accurate report about the offenders' condition and needs.
12. Provides emotional support and physical comfort of the offenders.
13. Assists in maintaining a working and living area that is clean and free from clutter.
14. Serves as a member of a nursing care and treatment team in the infirmary.
15. Assists with orientation of new CNA's to the unit.
16. Follows all policies and procedures of the unit.
17. Other duties as assigned by the charge nurse.

ATTORNEY EYES ONLY

RTP#5_ESI 0455627

ATTORNEY EYES ONLY

RTP#5_ESI 0455628

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

NURSING SUPERVISOR

MINIMUM REQUIREMENTS

1. Illinois licensed (RN)
2. CPR certified
3. Two years nursing experience

PREFERRED EXPERIENCE

4. Two years' administrative experience
5. Correctional Nursing

Provide supervision to other health care personnel meeting medical needs of offenders. The Nursing Supervisor shall:

1. Reports to the Director of Nursing and provides guidance in the delivery of quality health care services.
2. Provide guidance to the nursing staff in patient care problems and delegates responsibility within the scope of the employee's abilities.
3. Ensure the practice of nursing is consistent with current care standards.
4. Conducts regular staff meeting.
5. Prepares and submits monthly reports to the Director of Nursing.
6. Responds to grievances and reports findings to the Director of Nursing
7. Coordinates clinical orientation and nursing in service and continuing education training.
8. Counsel nursing personnel in following established protocols.
9. Reports all communicable diseases to the local/state health departments.
10. Reviews documentation as it relates to discrepancies in sharps and tool counts, investigates, reconciles and forwards written findings.
11. Review medication errors and report findings.
12. Chair/participate with Infection Control committee.
13. Assess established policies and review policies as needed

ATTORNEY EYES ONLY

RTP#5_ESI 0455628

ATTORNEY EYES ONLY

RTP#5_ESI 0455629

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

PHYSICAL THERAPIST

MINIMUM REQUIREMENTS

1. Illinois licensed (PT)
2. One year of professional experience as a physical therapist if Master's Degree is held or two years of experience as a physical therapist if a Bachelor's Degree is held
3. CPR certification

PREFERRED EXPERIENCE

4. Supervisory experience
5. Correctional experience

Under the general supervision of the On-site Medical Director, provides physical rehabilitation of offenders through the application of techniques, procedures and specialized knowledge unique to physical therapy. The Physical Therapist applies professional medical rehabilitation and therapeutic principles in the administration of treatments that are based upon a medical prescription or referral. The Physical Therapist shall:

1. Perform tests and measurements of muscle, strength and sensory integrative function; joint range of motion; posture, and ability to perform activities of daily living.
2. Assess the functioning of offenders; administer tests to identify physical and neurological deficiencies and deviations.
3. Evaluate the functional effects of diseases and disability.
4. Supervise and/or participate in activities directed toward relieving pain, preventing disabilities, restoring function to the disabled, and retaining maximum performance within the offender's capabilities.
5. Utilize recognized professional physiotherapeutic treatment techniques to assist physically disabled offenders to achieve restored muscle function and range of motion. Instruct offenders in muscle reeducation and ambulation, in the use of crutches, braces and other prosthetic or orthotic devices.
6. Provide reports and maintain records of assessment, treatment plans and progress reports.
7. Provide direction and supervision of health care staff in carrying out simple treatment regimens.
8. Instruct staff in carrying out prescribed therapeutic treatment regimens

ATTORNEY EYES ONLY

RTP#5_ESI 0455629

ATTORNEY EYES ONLY

RTP#5_ESI 0455630

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**PHYSICAL THERAPIST ASSISTANT****MINIMUM REQUIREMENTS**

1. Illinois licensed (PTA)
2. CPR certification

PREFERRED EXPERIENCE

3. Correctional experience

The Physical Therapist Assistant is responsible for assisting in the delivery of physical therapy to offenders under the supervision and direction of a licensed physical therapist and the Medical Director. Under the supervision of the Physical Therapist and the Medical Director, direct and guide offender teaching and activities commensurate with his/her education and demonstrated competencies. The Physical Therapy Aide/Assistant shall:

1. Carry out treatment regimens for individual offenders as directed and defined by the physical therapist and within his/her education and demonstrated competencies.
2. Document offender encounters, offender responses, effectiveness, complications, etc. Communicate information to supervisory personnel.
3. Document and maintain appropriate in-house documentation requirement.
4. Ensure cleanliness and order of the physical therapy room. Communicate to Health Care Unit Administrator equipment in need of repair and supplies needed, as well as, deficiencies within the unit.
5. Respect dignity and confidentiality of offenders.
6. Assist physician, physical therapist, and nursing staff as assigned.
7. Other duties as required and/or assigned.

OPTOMETRIST**MINIMUM REQUIREMENTS**

1. Illinois license to practice Optometry
2. CPR certification
3. One-year clinical experience

PREFERRED EXPERIENCE

4. Correctional experience

Provides on-site eye examinations to offenders at IDOC facilities. The Optometrist shall:

5. Examine offenders who present with complaints.
6. Comply with IDOC policies and procedures and IDOC performance based audit standards.
7. Comply with established protocols, policies and procedures.
8. Maintain records in accordance with established procedures and policies, utilized by the IDOC.
9. Make recommendations to the Health Care Unit Administrator/ On-site Medical Director if referral to ophthalmologist is indicated.

ATTORNEY EYES ONLY

RTP#5_ESI 0455630

ATTORNEY EYES ONLY

RTP#5_ESI 0455631

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**DENTIST, CHIEF****MINIMUM REQUIREMENTS**

1. Illinois licensed to practice dentistry (DDS)
2. Current DEA number
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional experience
5. Supervisory experience

Provides overall supervision of the dental department and provides direct dental services to offenders utilizing Department's A.P.H.A Dental Classification System. The Chief Dentist shall:

1. Provide preventive and restorative dental services to all offenders.
2. Perform and interpret radiographic examinations as indicated.
3. Perform operative dentistry including appropriate repair of caries.
4. Repair/fit proper prosthetic devices.
5. Supervise staff in cleaning teeth, making impressions for prosthetic devices, planning and maintaining oral hygiene program, completing appropriate records accurately, and all procedures associated with the provision of dental care.
6. Arrange proper referral for procedures that cannot be performed on-site and/or office at center.
7. Provide supervision of staff in instruction of residents in preventive practices for maintaining proper oral hygiene.
8. Submit monthly report of Dental Department activities.
9. Attend Medical Audit Committee meetings, as requested.
10. Participate in staff development program.
11. Develop and update departmental policies and procedures.
12. Supervise and evaluate all assigned dental staff.
13. Review all outside referrals of staff dentist to assure the necessity for such referrals.

DENTIST**MINIMUM REQUIREMENTS**

1. Illinois License to practice dentistry (DDS)
2. CPR certification

PREFERRED EXPERIENCE

3. Correctional experience

The Dentist provides on-site dental care to offenders of IDOC facilities. The Dentist shall:

1. Provide preventive and restorative dental care to all offenders.
2. Supervise while on duty all assistants involved in dental care to offenders.
3. Comply with all established policies of the dental service.
4. Work closely with Chief Dentist to comply with established protocols, policies and procedures.

ATTORNEY EYES ONLY

RTP#5_ESI 0455631

ATTORNEY EYES ONLY

RTP#5_ESI 0455632

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

5. Maintain dental records in accordance with established procedures and policies, utilized by the IDOC A.P.H.A. Dental Classification System.
6. Refer oral surgery recommendations to Chief Dentist for consultation.

DENTAL HYGIENIST

MINIMUM REQUIREMENTS

1. Illinois registered as dental hygienist
2. CPR certification

PREFERRED EXPERIENCE

3. Correctional experience
4. Dental clinic setting

Under supervision of the Dentist, performs technical and advisory service in oral or dental hygiene involving oral prophylaxis under supervision of a registered dentist; may perform educational and organizational work in promoting oral hygiene. The Dental Hygienist shall:

1. Set up clinic as assigned by supervisor.
2. Complete oral prophylactic care including set up of instruments, equipment and supplies.
3. Ensure proper cleanup, packaging and sterilizing of instruments.
4. Assist dentist in administering fluoride treatments.
5. Assist dentist in completing dental X-rays.
6. Instruct residents in proper dental hygiene.
7. Accurately record services in the medical record of the resident and classify dental conditions utilizing APHA standards.
8. Screen for dental emergencies and sick call.
9. Check and maintain instruments, equipment, and supplies including ordering replacements and submitting work orders.
10. Maintain a clean and orderly working environment.
11. Instruct dental assistant in proper techniques and other training as directed.
12. Develop oral hygiene education program for residents.
13. Participate in in-service education.

ATTORNEY EYES ONLY

RTP#5_ESI 0455632

ATTORNEY EYES ONLY

RTP#5_ESI 0455633

Appendix 8

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**DENTAL ASSISTANT****MINIMUM REQUIREMENTS**

1. Preferably registered or certified by professional association
2. CPR certification

PREFERRED EXPERIENCE

3. Correctional experience
4. Dental clinic setting

Under immediate supervision, performs nonprofessional work assisting a dentist in the routine handling of offenders, instruments, and supplies; maintains records of treatment, supplies, and materials. The Dental Assistant shall:

1. Set up instruments, equipment, and supplies as directed by the dentist or dental hygienist.
2. Schedule appointments for offenders.
3. Assist the dentist, as directed, in providing dental care to the residents.
4. Prepare the offender for treatment.
5. Ensure proper clean up, packaging, and sterilizing of instruments.
6. Assist dentist in completing dental X-rays.
7. Assist in instruction of residents in proper dental hygiene.
8. Accurately record services in the resident's medical record, as directed by the dentist.
9. Receive instructions from the dental hygienist and provide assistance when requested.
10. Assist in screening for dental emergencies and sick call.
11. Maintain a clean and orderly work environment.
12. Maintain adequate dental supplies.
13. Maintain inventory of dental supplies and equipment.

PHARMACY TECHNICIAN**MINIMUM REQUIREMENTS**

1. Illinois licensed as pharmacy technician
2. CPR certification

PREFERRED EXPERIENCE

3. Corrections health care
4. Hospital pharmacy

Under the supervision of the Director of Nursing, faxes medication orders to Vendor pharmacy and prepares medications for delivery to offenders of the Center. The Pharmacy Technician shall:

1. Checks in medication received and verifies the shipment with medications ordered, and notifies pharmacy of any errors or discrepancies.
2. Ensure that all medications are properly packaged, labeled, and prepared for distribution.
3. Assist with the maintenance of pharmacy records.
4. Assist with the maintenance of inventory and audit procedures and records.
5. Maintain the security of all medications and supplies under their control or supervision.

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ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**PHLEBOTOMIST****MINIMUM REQUIREMENTS**

1. Training in phlebotomy
2. CPR certification

Draws blood at the center per physician orders. The Phlebotomist shall:

1. Collect as necessary, prepare and protect specimens.
2. Perform all blood draws as ordered by the physician.
3. Make necessary arrangements, securing and sending specimens to outside laboratory services, as required.
4. Maintain proper records of tests, complete required reports.
5. Maintain clean and orderly working environment and follows all related infection control policies.
6. Maintain proper stocks of supplies and reagents, reordering as necessary.
7. Participate in in-services education.
8. Submit monthly report on IDOC activities.

RADIOLOGY TECHNICIAN**MINIMUM REQUIREMENTS**

1. Certification by the American Registry of Radiologist Technologists
2. Two (2) years working experience as an ARRT
3. CPR certification

The Radiology Technician supervises Radiology Services at the facility and performs studies as ordered by a physician within the capability of the facility. The Radiology Technician shall:

1. Maintain a working knowledge of radiation and electrical hazards to prevent exposure of residents and staff.
2. Schedule residents for X-rays ordered by physician, including outside services when required.
3. Ensure proper positioning of resident and exposure/ development of film for proper diagnosis.
4. Schedule new hires and present staff for exams as ordered by physician.
5. Assist physician in performing studies, as requested.
6. Assist staff in proper utilization of dental X-ray unit.
7. Maintain accurate identification, filing, and recording of films and reports.
8. Prepare and maintain chemicals for developing process.
9. Check and maintain equipment in clean, proper, safe working order.
10. Report any malfunction, take appropriate safety steps, and schedule outside services as required.
11. Complete required reports; requisition supplies and replacement parts; schedule routine service.
12. Develop and update departmental policies and procedures.
13. Coordinate schedule with other activities to promote efficient service.

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

RTP#5_ESI 0455635

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**RADIOLOGY TECHNICIAN/MAMMOGRAPHY****MINIMUM REQUIREMENTS**

1. Certification by the American Registry of Radiologist Technologists
2. Certification in CE Biennium
3. CPR certification
4. High School graduate
5. 2 years of experience as an ARRT

The Radiology /Mammography Technician supervise all Radiology Services at the facility and perform mammogram studies as ordered by a physician within the capability of the facility. The Radiology Technician shall:

1. Maintain a working knowledge of radiation and electrical hazards to prevent exposure of residents and staff.
2. Schedule residents for mammogram X-rays as ordered by the physician, including outside services when required.
3. Ensure proper positioning of resident and exposure/development of film for proper diagnosis
4. Assist physician in performing studies, as requested.
5. Maintain accurate identification, filing, and recording of films and reports
6. Prepare and maintain chemicals for developing process
7. Check and maintain equipment in clean, proper, safe working order.
8. Report any malfunction, take appropriate safety steps, and schedule outside services as required
9. Complete required reports; requisition supplies and replacement parts; schedule routine service.
10. Develop and update departmental policies and procedures and submit for approval
11. Maintain CE Biennium certification.
12. Coordinate schedule with other activities to promote efficient service.

MEDICAL RECORDS DIRECTOR**MINIMUM REQUIREMENTS**

1. ART in Medical Records Science
2. Must pass the American Records Association examination

PREFERRED EXPERIENCE

3. RRA
4. Two years of experience
5. Management of ambulatory care
6. Familiar with JCAHO

Supervises and coordinates the Health Record process and personnel. The Medical Records Director shall:

1. Develop and update departmental policies and procedures.
2. Direct on a day-to-day basis, activities of personnel engaged in analyzing, compiling, indexing, and filing medical records of offenders, and assists with duties.
3. Assist medical staff in research, prepares periodic and statistical reports; and provides information to qualified personnel as assigned.

APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

4. Coordinate activities of Quality Assurance Program.
5. Coordinate activities of P.O.M.R. in-services of staff of Health Care Unit.

ATTORNEY EYES ONLY

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6. Arrange for training of departmental personnel.
7. Review quarterly IDOC guidelines and monitors for compliance.
8. Represent Medical Records Department at all appropriate Medical Unit and Center meetings.
9. Actively participate in yearly goal planning and budgeting sessions.
10. Direct activities regarding information recorded in offenders' charts by correspondence or by telephone and represents the facility in cases involving subpoena of Medical Clinical records, utilizing knowledge of principles of medical jurisprudence and laws of State governing use of clinical records in court actions.
11. Maintain confidentiality of Health Records.
12. Act as a consultant to all Health Unit departments regarding their record-keeping procedures.
13. Train and supervise clerical and medical record personnel in medical record procedures and medical terminology.
14. Evaluate the performance of medical records staff.
15. Performs other related duties as assigned.

STAFF ASSISTANT I

MINIMUM REQUIREMENTS

1. High school Graduate
2. Two (2) years secretarial experience
3. Proficient in the use of typewriter, dictating and copying equipment
4. Type 60 words per minute

Under the supervision of the Health Care Unit Administrator, provides general secretarial and receptionist services as assigned. The Staff Assistant shall:

1. Type reports and correspondence.
2. Develop and maintain filing system for all material.
3. Answer telephone.
4. Schedule appointments for Administrative Director.
5. Collect, sort and distribute daily mail.
6. Order office supplies as needed.
7. Take minutes of all meetings.
8. Maintain current personnel files for all employees.
9. Maintain physician and staff timekeeping and payroll.
10. Maintain resident correspondence file.
11. Maintain monthly billing adjustments.
12. Secure information for responses for inquiries.
13. Performs other related duties as assigned.

ATTORNEY EYES ONLY

RTP#5_ESI 0455636

ATTORNEY EYES ONLY

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

STAFF ASSISTANT II

MINIMUM REQUIREMENTS

1. High school graduation
2. Two (2) years secretarial experience
3. Proficient in the use of typewriter, dictating and copying equipment
4. Type 60 words per minute

Under the supervision of the Administrative Director, provides general secretarial and receptionist services as assigned.

The Staff Assistant shall:

1. Type reports and correspondence.
2. Develop and maintain filing system for all material.
3. Answer telephone.
4. Schedule appointments for Administrative Director.
5. Collect, sort and distribute daily mail.
6. Order office supplies as needed.
7. Take minutes of all meetings.
8. Maintain current personnel files for all employees.
9. Maintain physician and staff timekeeping and payroll.
10. Maintain resident correspondence file.
11. Maintain monthly billing adjustments.
12. Secure information for responses for inquiries.
13. Performs other related duties as assigned.

ATTORNEY EYES ONLY

RTP#5_ESI 0455637

ATTORNEY EYES ONLY

RTP#5_ESI 0455638

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS**PSYCHIATRIST****MINIMUM REQUIREMENTS**

1. Licensed by the State of Illinois to practice medicine in all its branches
2. Board Eligible or Board Certified in Psychiatry
3. Current DEA number
4. CPR certification

PREFERRED EXPERIENCE

5. Corrections experience

The Psychiatrist provides psychiatric consultation, evaluation, diagnosis, and treatment to offenders of Centers. The Psychiatrist shall:

1. Provide on-site psychiatric assessment, diagnosis, and treatment of those offenders referred by the medical or clinical services staff, whether urgent, emergent or routine consultation.
2. Provide legible written summaries of history, diagnosis and treatment course.
3. In addition, duties shall include evaluation of offenders for possible transfer to the Special Treatment Centers/Residential Treatment Units or Inpatient Units.
4. Where applicable, provide psychiatric services for inpatient Mental Health Unit, to include assessment and diagnostic, staffing, treatment planning, regular review of all offenders assigned.
5. Where applicable, provide psychiatric services for all offenders in the general population who need psychiatric diagnostic evaluation, regular psychiatric/mental health follow up.
6. Where applicable, provide tele-psychiatry services to those offenders/offenders referred by the Vendor and approved by the Psychology Administrator and CAO prior to the tele-psychiatry services being provided.

CLINICAL PSYCHOLOGIST**MINIMUM REQUIREMENTS**

1. Ph.D. or Psy.D. Degree in clinical psychology
2. Illinois licensed as Clinical Psychologist
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional experience

The Clinical Psychologist provides a broad range of services to the Center including screening, assessment, evaluation and diagnosis, crisis intervention services, group and individual therapy, consultation services, and training. The Clinical Psychologist shall:

1. Conduct psychological evaluations on all offenders referred for examination and/or treatment. Reports of these evaluations will follow IDOC format and guidelines.
2. Prepare treatment plans on all offenders requiring specialized therapy or counseling.
3. Supervise the provision of services by all qualified mental health professionals.
4. Provide individual and group therapy for offenders identified through evaluation or referred by other qualified mental health professionals.

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

9. Administer, score, and interpret objective and projective psychological testing in appropriate cases.
10. Serve as member or leader of the Center Crisis Intervention Team. This may include:
 - i. Providing assessments and brief therapy to offenders identified as experiencing a psychological/emotional crisis.
 - ii. 24-hour, on-call status for consultation in crisis situations.
 - iii. Training of Crisis Intervention Team members.
 - iv. Maintaining required crisis intervention documentation and monitoring all delivery of service to offenders on crisis status.
11. Provide consultation to center staff and administration on the treatment of specific offenders or pertaining to broader Center program issues impacting the mental health of staff and offenders.
12. Conduct staff training and development and assist in the design of treatment techniques, interventions and programs.
13. Provide clinical supervision of the center Crisis Team. This includes provision of quarterly Crisis Team training and consultation to team members on all crisis interventions. Such consultations may be carried out by phone during off duty hours.

CLINICAL SOCIAL WORKER**MINIMUM REQUIREMENTS**

1. Master's Degree in Social Work
2. Illinois licensed as Clinical Social Worker
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional experience
5. Two years' post-degree clinical experience

The Clinical Social Worker provides a broad range of services to the Center including screening, assessment, crisis intervention services, group and individual therapy, consultation services, re-entry psycho-education, and training. The Clinical Social Worker shall:

1. Provide clinical screenings and assessments for treatment needs of offenders referred by medical, counseling, security, or other Center staff.
2. Prepare treatment plans on all offenders requiring specialized therapy or counseling.
3. Provide individual and group therapy for offenders identified through evaluation or referred by other qualified mental health professionals.
4. Serve as a member or, in the absence of a Clinical Psychologist, the leader of the Center Crisis Intervention Team. This may include:
 5. Providing assessments and brief therapy to offenders identified as experiencing a psychological/emotional crisis.
 6. 24 hour, on-call status for consultation in crisis situations.
 7. Training of Crisis Intervention Team members.
 8. Maintaining required crisis intervention documentation and monitors monitoring all delivery of service to offenders on crisis status.

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

9. Provide clinical supervision of the Center Crisis Team. This includes provision of quarterly Crisis Team training and consultation to team members on all crisis interventions. Such consultations may be carried out by phone during off duty hours.
10. Provide staff training to Center personnel on mental health issues including the function of the Crisis Team and how to access its services.
11. Monitor the provisions of crisis services to include review of documentation for accuracy, completeness, and fulfillment of Center directives and procedures.
12. Provide consultation on mental health issues to the center medical staff.
13. Provide consultation to Center staff and administration on the treatment of specific offenders or pertaining to broader Center program issues impacting the mental health of staff and offenders. Monitor the clinical condition and treatment needs of special offender populations (e.g. Guilty but Mentally Ill or offenders receiving anti-psychotic medication) as determined necessary by Center or IDOC directive or local policy.
14. Maintain required documentation on all mental health contacts to include submission of a monthly summary report to IDOC Chief of Mental Health Services.
15. Provide services in compliance with Administrative Directive 04.04.102 "Mental Health Services" and Departmental Rule, Part 415 (Guilty but Mentally Ill).
16. Provide re-entry psycho-educational services to mentally ill offenders returning to the community upon discharge.

PSYCHIATRIC NURSE**MINIMUM REQUIREMENTS**

1. Illinois licensed (RN)
2. RN, BC – Certified RN by a professional association
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional Health Care
5. Adolescent Psychiatric practice or Center experience

Under supervision by the psychiatrist, functions as part of the Special Treatment Unit treatment team, reviews case records, evaluates offender needs, develops nursing plans of treatment, administers and monitors any treatment regimens as specified by the psychiatrist, monitors medication, provides instruction to offenders regarding medications, side effects and medical/psychiatric concerns, assists offenders with their daily living tasks as needed, and helps them regain or improve their abilities. Takes professional direction from Psychiatrist and Unit Psychology Administrator, directs psycho-educational groups and serves as center crisis team member. The Psychiatric Nurse shall:

1. Review and monitor all offenders receiving medications, as assigned, and maintain charts and records.
2. Dispense or administer medications as necessary, and keep proper charts and records.
3. Provide therapeutic intervention and crisis care to offenders that are in need of mental health services.

ATTORNEY EYES ONLY

RTP#5_ESI 0455640

ATTORNEY EYES ONLY

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APPENDIX 8 – STAFF REQUIREMENTS and JOB DESCRIPTIONS

4. Provide in-service training to non-professional staff.
5. Function as a group and individual therapist; manage caseload.
6. Keep and maintain records related to casework, medical and psychiatric services.
7. Work in concert with unit staff, to provide professional psychiatric and medical casework services.
8. Direct medical, educational and training services to offenders.
9. Represent the Center in court, as requested.
10. Respond to emergencies involving medical and psychiatric concerns.
11. Complete diagnostic and evaluative procedures, and present recommendations and measures of progress in multi-disciplinary staffing.
12. Comply with Center directives and security practices.

QUALIFIED MENTAL HEALTH PROFESSIONAL**MINIMUM REQUIREMENTS**

1. Masters in Clinical Psychology, Counseling Psychology, or Social Work
2. Illinois licensed as Clinical Professional Counselor or Illinois licensed as Social Worker
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional experience
5. Two years' post-degree clinical experience

The QMHP shall:

1. Provide clinical screenings and assessments for treatment needs of offenders referred by medical, counseling, security, or other center staff.
2. In the absence of a Clinical Psychologist, provide clinical supervision of the center Crisis Team. This includes provision of quarterly Crisis Team training and consultation to team members on all crisis interventions. Such consultations may be carried out by phone during off duty hours.
3. Provide crisis intervention counseling, brief therapy, and group therapy as indicated for Center residents.
4. Provide consultation on mental health issues to the Center medical staff.
5. Provide staff training to Center personnel on mental health issues including the function of the Crisis Team and how to access its services.
6. Monitor the provisions of crisis services to include review of documentation for accuracy, completeness, and fulfillment of Center directives and procedures.
7. Monitor the clinical condition and treatment needs of special offender populations (e.g. Guilty but Mentally Ill or offenders receiving anti-psychotic medication) as determined necessary by Center or IDOC directive or local policy.
8. Maintain required documentation on all mental health contacts to include submission of a monthly summary report to IDOC Chief of Mental Health Services.
9. Where applicable, provide psychological services for those offenders who need to be transferred to Mental Health facilities. Services to include work up and any court hearing testimony needed.
10. Provide services in compliance with Administrative Directive 04.04.102 "Mental Health Services" and Departmental Rule, Part 415 (Guilty but Mentally Ill).

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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11. Provide staff training in areas related to mental health issues such as signs and symptoms of mental illness, management of mentally ill offenders, crisis intervention and related topics.

ACTIVITY THERAPIST**MINIMUM REQUIREMENTS**

1. Bachelor's degree in therapeutic recreation or in recreation with a concentration in therapeutic recreation
2. Certification or registration as a Recreation Therapist in the State of Illinois
3. CPR certification

PREFERRED EXPERIENCE

4. Correctional experience
5. Two years' post-degree clinical experience
6. A graduate degree or graduate certificate in recreational therapy is preferred

The Activity Therapist must work effectively with offenders, IDOC staff, and Vendor staff. Under supervision of the Psychology Administrator or supervising QMHP, provides recipients with treatment services to restore, remediate, or rehabilitate in order to improve functioning and independence as well as reduce or eliminate the effects of illness or disability. Activity therapists will provide recreation resources and opportunities in order to improve offender health and wellbeing. Treatment services include assessment of the recipient, interpretation of assessment results, making therapeutic intervention recommendations, developing and implementing treatment or habilitation program, observing, evaluating, and reporting recipient's reactions to treatment/habilitation program and recommending continuation or change, and developing work plans and procedures with higher level activity therapy staff or mental health department supervisor. The Activity Therapist shall:

1. Plan, develop, and apply therapeutic interventions based on clinical techniques and procedures related to recreational therapy, music therapy, art therapy, dance therapy and/or drama therapy.
2. Identify interests and evaluate needs to develop therapeutic interventions necessary to treat recipients with mental illness or development disability based on professional knowledge, skills, and abilities; provide counseling to the recipient in adjusting to the community.
3. Participate in treatment/habilitation team meetings with pertinent personnel such as social workers, physicians, psychologists, nurses, vocational rehabilitation counselors, and educators regarding recipient treatment and programming.
4. Provide clinical services for specialized populations such as recipients with dual diagnosis of mental illness and mental retardation, mental illness, and substance abuse or individuals with developmental disabilities, mental illness, multiple treatment issues, physical handicaps, and/or medical problems.
5. Participate in the preparation of or prepare documentation relating to a recipient's treatment or habilitation plan and participate in the preparation of regular, annual, quarterly and special reports of activity therapy services.
6. Provide professional direction and counseling to students assigned for internship training and clinical practicum; provide professional direction to other staff and volunteers.
7. Develop and conduct programs designed for either group or individual participation; collect and

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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analyze data to evaluate progress toward treatment objectives; develop recommendations for the treatment/habilitation team as to the recipient's continuation or change in specific programs.

8. Based on professional training, conduct recreational therapy and/or drama therapy that meet the needs of the recipients served; participate in the development and facilitation of facility wide therapy programs.
9. Perform other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

STAFF ASSISTANT - MENTAL HEALTH

MINIMUM REQUIREMENTS

1. High school graduate
2. Two (2) years secretarial experience
3. Proficient in the use of typewriter, dictating and copying equipment
4. A minimum of five (5) years of experience working within a correctional mental health unit

Under the supervision of the Administrative Director, provides general secretarial and receptionist services as assigned.

The Staff Assistant – Mental Health shall:

1. Type reports and correspondence.
2. Develop and maintain filing system for all material.
3. Answer telephone.
4. Schedule appointments for Administrative Director.
5. Collect, sort and distribute daily mail.
6. Order office supplies as needed.
7. Take minutes of all meetings.
8. Maintain current personnel files for all employees.
9. Maintain physician and staff timekeeping and payroll.
10. Maintain resident correspondence file.
11. Maintain monthly billing adjustments.
12. Secure information for responses for inquiries.
13. Performs other related duties as assigned.

ATTORNEY EYES ONLY

RTP#5_ESI 0455643

ATTORNEY EYES ONLY

RTP#5_ESI 0455644

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APPENDIX 8 STAFF REQUIREMENTS AND JOB DESCRIPTIONS SEX OFFENDER EVALUATION UNIT**LEAD PSYCHOLOGIST**

The position will provide oversight to the Clinical Psychologists, Pre-release Evaluators and Legal Records Specialists. This staff shall be responsible for managing and coordinating the services rendered, assigning cases, communicating with IDOC's Coordinator for Sex Offender Services and serve as liaison with the Office of the Illinois Attorney General.

MINIMUM REQUIREMENTS

1. Licensure as a Clinical Psychologist
2. Licensed or licensure eligible in Illinois as a sex offender evaluator
3. A minimum of five (5) years of experience in the treatment and/or evaluation of sex offenders
4. Must have proven in-depth familiarity and experience with utilizing the DSM-V as well as experience with sex offender risk assessment instruments such as Static-99R, Static-2002, STABLE-2007, and experience with the Hare Psychopathy Checklist – Revised.
5. Must have experience in testifying as an expert witness, and familiarity with correctional systems and records.
6. Must complete 20 hours of training in the area of sex offender evaluation each calendar year
7. Review all outside referrals of staff dentist to assure the necessity for such referrals.

SEXUALLY VIOLENT PERSONS EVALUATORS**MINIMUM REQUIREMENTS**

1. Licensure as a Clinical Psychologist
2. Licensed or Licensure eligible in Illinois as a sex offender evaluator
3. A minimum of three (3) years of experience in the treatment and/or evaluation of sex offenders
4. Must have proven in-depth familiarity and experience with utilizing the DSM-V as well as experience with sex offender risk assessment instruments such as Static-99R, Static-2002, STABLE-2007, and experience with the Hare Psychopathy Checklist – Revised.
5. Must have experience in testifying as an expert witness, and familiarity with correctional systems and records.
6. Must complete 20 hours of training in the area of sex offender evaluation each calendar year
7. Shall make regular visits to adult and juvenile facilities within an assigned area or based on assigned workload for the purpose of file review and clinical interviewing. File reviews will be recorded utilizing evaluation instruments approved by IDOC's Coordinator for Sex Offender Services.
8. Shall conduct in-depth clinical evaluations on all offenders referred for an evaluation based on the joint staff file reviews at least 60 days prior to mandatory supervised release, parole,

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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APPENDIX 8 STAFF REQUIREMENTS AND JOB DESCRIPTIONS SEX OFFENDER EVALUATION UNIT

or discharge. The evaluation and assessments will be completed using the instruments designated and approved by IDOC's Coordinator for Sex Offender Services. Shall review all records generated regarding the offender and shall request all records identified but not contained in the master file prior to completing the evaluation reports.

9. Shall prepare written reports on the results of all evaluations, both referred and non-referred cases. These reports will follow an approved format as directed by IDOC's Coordinator for Sex Offender Services and will be completed within 10 working days of the review of records and clinical interview.
10. Shall conduct a formal peer review on all completed evaluations and this shall be documented in a format as determined by IDOC's Coordinator of Sex Offender Services.
11. As required by the courts, evaluating psychologists shall provide expert testimony concerning the reports pursuant to 725 ILCS 207.

SEXUALLY DANGEROUS PERSONS EVALUATORS**MINIMUM REQUIREMENTS**

1. Licensure as a Clinical Psychologist
2. Licensed or licensure eligible in Illinois as a sex offender evaluator
3. A minimum of three (3) years of experience in the treatment and/or evaluation of sex offenders
4. Must have proven in-depth familiarity and experience with utilizing the DSM-V as well as experience with sex offender risk assessment instruments such as Static-99R, Static-2002, STABLE-2007, and experience with the Hare Psychopathy Checklist – Revised.
5. Must have experience in testifying as an expert witness, and familiarity with correctional systems and records.
6. Must complete 20 hours of training in the area of sex offender evaluation each calendar year
7. Shall make regular visits to Big Muddy River Correctional Center/Logan Correctional Center or any other designated facility for the purpose of file review and clinical interviewing. File reviews will be recorded utilizing evaluation instruments approved by IDOC's Coordinator for Sex Offender Services.
8. Shall conduct in-depth clinical evaluations on all individuals court ordered for an evaluation. The evaluation and assessments will be completed using the instruments designated and approved by IDOC's Coordinator for Sex Offender Services.
9. As required by the courts, evaluating psychologists shall provide expert testimony concerning the reports pursuant to 725 ILCS 205.

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APPENDIX 8 STAFF REQUIREMENTS AND JOB DESCRIPTIONS SEX OFFENDER EVALUATION UNIT

PRE-RELEASE EVALUATORS

MINIMUM REQUIREMENTS

1. Shall possess at least a Master's Degree in psychology, counseling, or social work and licensure in that respective area.
2. Must be licensed sex offender evaluators in Illinois or be licensure eligible.
3. Shall possess at least two (2) years of experience treating and/or evaluating sex offenders and conducting risk assessment evaluations.
4. Must complete 20 hours of additional training in the area of evaluating sex offenders each calendar year.
5. Review files and complete pre-release evaluations on sex offenders incarcerated in the Illinois Department of Corrections. The evaluations shall be completed as per 730 ILCS 5/3-6-2(j) in a format approved by IDOC's Coordinator for Sex Offender Services. Evaluations should be completed on each identified offender six months prior to release on parole or MSR.
6. Shall make regular visits to Centers within an assigned area or based on assigned workload for the purpose of file review and clinical interviewing.
7. Shall testify in court as necessary.

LEGAL RECORDS SPECIALISTS

MINIMUM REQUIREMENTS

1. Completion of a bachelor's degree or above.

STAFF POSITION REQUIREMENTS and JOB DESCRIPTIONS

2. Responsible for records and data acquisition, management, and dissemination
3. Maintains the document tracking system for the Sex Offender Evaluation Unit.
4. Completes monthly reports to the IDOC Coordinator for Sex Offender Services.
5. Enters information into a database regarding master file screens and interviews.
6. Supervises the production of documents from all Illinois counties, including State's Attorney's Offices, Circuit Court Clerk's Offices, municipal police departments, and related agencies.
7. Oversees the production of documents from federal, state, and local agencies.
8. Conducts reviews of Sexually Violent Persons (SVP), Sexually Dangerous Persons (SDP), and Pre-Release Evaluation (PRE) cases, including identifying possible additional crimes, contacting agencies, and conducting interviews to gather information.
9. Compiles parole violation reports and other offender information for review.
10. Prepares memos summarizing interviews, additional fact-finding, and the progress of document production.
11. Organizes offender's case files for efficient comprehension by evaluators and transmitting those files, by scanning and mail.
12. Handles requests for additional information from SVP, SDP, and pre-release evaluators.
13. Mails Sexually Violent Persons Commitment Act Evaluation Checklist forms to IDOC/IDJJ records offices, State's Attorney's Offices, and the Attorney General's Office.
14. Delivers evaluation reports to the Attorney General's Office.
15. Faxes and mail evaluation reports to the State Attorney's Offices.

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Appendix 9

APPENDIX 9 - Adjusted Service Request for Temporary/Permanent Changes (ASR)

Medical Services Contract

Date: _____ Correctional Center: _____ Vendor: _____

Type of Service: _____ Staffing; _____ Services Discipline: _____ Medical _____ Mental Health

Effective Date of Adjustment: _____ Estimated Cost or Savings: \$ _____

Description of Adjusted Services:

Reason for Adjusted Services:

Approvals:

Correctional Center: _____

Date: _____

Vendor: _____

Date: _____

IDOC Medical Director: _____

Date: _____

IDOC Mental Health Director: _____

Date: _____

IDOC Chief Fiscal Officer: _____

Date: _____

THIS MODIFICATION DOES NOT CAUSE THE CONTRACT TO EXCEED THE AMOUNT STATED IN ESTIMATED CONTRACT AMOUNT OF THE CONTRACT.

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Appendix 10

APPENDIX 10 - Summary of Responsibilities in the University of Illinois in Chicago Services for Hepatitis C, HIV and/or AIDS to IDOC Offenders through Telemedicine**1.0 DESCRIPTION OF SERVICES:**

IDOC, HFS, the Board of Trustees of the University of Illinois on behalf of the University of Illinois at Chicago (the "University"), UIMCC and the University of Illinois College of Medicine at Chicago ("COM" and, together with UIMCC, "UIMCC-COM"), entered into a Medical Program Agreement (the "Agreement"), to delineate respective roles, responsibilities, and financial obligations associated with the provision of medical care and other related medical services by UIMCC-COM for the treatment of individuals with Hepatitis C and HIV/AIDS who are patients of UIMCC and incarcerated in the IDOC, providing mutually agreed upon support functions, and maintaining clear communications between the agencies.

The Agreement established interagency procedures for the delivery of patient care through the use of telemedicine to persons diagnosed with Hepatitis C and/or HIV/AIDS who are incarcerated in the IDOC, and UIMCC is able to purchase pharmaceuticals eligible for discounts under the 340B Drug Pricing Program and provide such discounted pharmaceuticals to patients of UIMCC that are incarcerated in the IDOC.

2.0 DEFINITIONS:

Whenever used in this Appendix for the Agreement, the following terms will have the meanings set out below:

- a. "340B" refers to 42 USC 256 Section 340B of the Veterans Health Care Act of 1992.
- b. "Clinical companion" means a chronic illness nurse, mid-level provider, or physician as indicated.
- c. "Hepatitis C" means an infection that is caused by the hepatitis C virus (HCV).
- d. "HIV/AIDS" means infection with human immunodeficiency virus and any other identified causative agent of acquired immunodeficiency syndrome.
- e. "Medical program" means the provision of outpatient health care services via telecommunication technologies for patients diagnosed with Hepatitis C and/or HIV/AIDS and the procuring of pharmaceuticals as prescribed by UIMCC-COM physicians in connection with such health care services at 340B Drug Pricing Program discounted rates. The healthcare services may include consultative, diagnostic, treatment, evaluation, testing and other related medical services for Hepatitis C and/or HIV/AIDS and are provided to the extent permitted by telecommunication technologies in place at IDOC and University.

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- f. "Patient" means a person who is a registered patient of UIMCC when UIMCC maintains records of such person's health care, receives health care services from UIMCC-COM personnel under the medical program, and is incarcerated in the custody of IDOC within IDOC prison facilities.
- g. "Prison facilities" refers to all Centers.
- h. "Release from custody" means the date an individual is released from incarceration in the IDOC either on supervised release or discharge.
- i. "Treatment Protocol" means medical protocol for treatment of Hepatitis C and HIV/AIDS for the medical program.
- j. "Fiscal year" means from July 1 of each year until June 30 of the following year.

3.0 MUTUAL RESPONSIBILITIES

- a. All parties shall develop interagency procedures to facilitate the necessary implementation of the Agreement and to include the procedures in their respective policy manuals and documents.
- b. All parties shall conform to all applicable federal and state statutes with respect to maintaining confidentiality of patient information and covered services. Identifying information contained in the data bases of the respective parties is subject to the confidentiality provisions of applicable federal and state statutes, rules, and regulations, including, but not limited to, 42 CFR 431.300, et seq.; 45 CFR 164, et seq. ("HIPAA"); 305 ILCS 5/11-9; 305 ILCS 5/11-12; and 740 ILCS 110. When confidential information is exchanged by the parties, the following rules shall apply: (a) the confidential nature of the information must be preserved; (b) the information furnished must be used only for the purposes for which it was made available; (c) assurance must be given that the proper steps shall be taken to safeguard the confidential nature of the information; and (d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The foregoing obligations of confidentiality shall not apply to confidential information that: (1) as evidenced by a receiving party's written records, was lawfully known to the receiving party prior to its communication by the disclosing party and was not communicated to the receiving party subject to any restrictions on disclosure or use; (2) as evidenced by a receiving party's written records, is independently developed by the receiving party without use or knowledge of the confidential information; (3) is or becomes a part of the public domain other than by a breach of the Agreement by the receiving party; (4) becomes known to the

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receiving party by the action of a third party not in breach of a duty of confidence; or (5) is required to be disclosed by the receiving party to a third party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction, so long as the receiving party takes reasonable steps to give the disclosing party prior notice in order for disclosing party to contest such law, governmental regulation, or decision.

- c. The parties shall coordinate and cooperate in any state and federal audit requirements applicable to the Agreement.

4.0 IDOC AND/OR VENDOR RESPONSIBILITIES

- a. IDOC shall be responsible for requesting sufficient appropriations for purposes of the expenditure needed for the medical program under the Agreement. In the event the Illinois General Assembly fails to make an appropriation sufficient for the expenditures needed under the Agreement for any fiscal year, IDOC shall give the University written notice of such failure as soon as practicable. IDOC will also notify the Vendor of the change in services.
- b. IDOC/VENDOR personnel at the facilities shall be responsible for working with UIMCC-COM to coordinate scheduling initial and follow-up patient appointments.
- c. IDOC/VENDOR shall arrange for patient movement to the telemedicine site within the prison facility in a timely fashion for all scheduled appointments. It is understood by all parties that there may be occasions when patients may not be available due to security conflicts.
- d. IDOC/VENDOR will arrange to have a clinical companion available at telemedicine sessions to enable the clinical evaluation to occur expeditiously. IDOC/VENDOR will ensure that clinical companions will be available for clinical communications or evaluations as may be determined to be necessary by University treatment staff, in concurrence with the IDOC Medical Director or the Director's designee.
- e. IDOC/VENDOR will conduct laboratory testing for patients as ordered by treating UIMCC-COM medical personnel.
- f. When required, UIMCC-COM medical personnel will be allowed physical access to patients in prison facilities for purposes of medical examination, consultation, or treatment, subject to IDOC operational security requirements.
- g. IDOC/VENDOR shall be responsible for the administration of pharmaceuticals to patients and the implementation of any Hepatitis C and/or HIV/AIDS treatment orders as directed by the treating UIMCC-COM medical personnel. IDOC/VENDOR shall also be responsible for complying with those guidelines and procedures set forth under the Treatment Protocol that is identified as being IDOC responsibilities. Any deviations from the Treatment Protocol or any treatment orders provided by UIMCC-COM medical personnel for the medical care of any patient by IDOC/VENDOR shall be reported to the treating UIMCC medical personnel as soon as practicable.

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5.0 HFS RESPONSIBILITIES

Consistent with Executive Order Number 3 (2005), HFS shall be responsible for reviews and modifications as set forth in the Agreement.

6.0 UNIVERSITY RESPONSIBILITIES

- a. UIMCC-COM shall hire faculty and staff for the medical program. UIMCC-COM shall have the sole responsibility of ensuring all participating faculty and staff in this program are licensed and/or accredited for their respective areas of medical practice in accordance with UIMCC processes, policies and procedures and UIMCC Medical Staff bylaws. Upon written request of IDOC, documentation of such licensing and/or accreditation will be provided to IDOC.
- b. UIMCC-COM shall use electronic medical records to document patient encounters and shall send a paper copy of said documentation to the prison facility health care unit by way of the UIMCC electronic medical records read-only web client or electronic facsimile transmission, until or unless IDOC adopts a compatible electronic medical records system for records delivery.
- c. The University shall develop a correctional health care web-based data management system for IDOC to enable IDOC/VENDOR to electronically collect, store, and report Hepatitis C and HIV/AIDS treatment data received from UIMCC, through University's School of Public Health's Center for Advancement of Distance Education (CADE).
- d. UIMCC-COM personnel shall be responsible for working with IDOC/VENDOR to coordinate the scheduling of appointment times with the prison facility where the patient is incarcerated.
- e. UIMCC-COM personnel shall be responsible for establishing a relationship with each individual patient, including maintaining records of the patient's health care and providing health care services such that responsibility for the patient's care for Hepatitis C and/or HIV/AIDS remains with the University, in compliance with 340B. In the event UIMCC-COM medical personnel cannot provide such health care services to an individual incarcerated in the custody of IDOC within IDOC prison facilities, in compliance with 340B, for any reason, the University shall identify such individual to IDOC and a determination will be made if such individual will be deemed a patient of UIMCC for the purposes of the Agreement and compliance with 340B.
- f. UIMCC-COM shall collaborate with the IDOC Medical Director in developing a Treatment Protocol including, but not limited to, treatment time lines that consider the patient's anticipated release from custody date. The Treatment Protocol must be jointly approved by the IDOC Medical Director and UIMCC-COM physician responsible for the respective clinical area (Hepatitis C or HIV/AIDS), or their designees.
- g. UIMCC-COM shall designate locations within UIMCC for telemedicine equipment used for the patient consultation sessions.

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- h. UIMCC, with the assistance of the University's College of Pharmacy, shall be responsible for patient prescriptions, including purchasing, packaging, shipping and maintaining an inventory of pharmaceuticals needed for the medical program. The purchasing of the pharmaceuticals needed for the medical program shall be done under the 340B Pricing Program. Prescribed pharmaceuticals for patients shall be shipped to the applicable prison facility. Pharmaceuticals that require refrigeration will be shipped via overnight delivery and all other pharmaceuticals will be shipped via a contracted delivery service. The College of Pharmacy will also be responsible for the provision of clinical pharmacy services through collaborative practice agreements with physicians in the UIMCC-COM.
- i. University shall acquire for IDOC, with funds from IDOC, the telecommunications equipment necessary for implementation of the medical program at the Centers. University shall arrange for transportation of such equipment to applicable Centers and arrange for installation of such equipment at the Centers.

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Appendix 11

APPENDIX 11 – ADMINISTRATIVE DIRECTIVES – MEDICAL AND MENTAL HEALTH

The IDOC Administrative Directives (ADs) for Medical and Mental Health are attached as a pdf. The AD numbers and descriptions are as follows:

AD	Description	Pgs.
Medical Administrative Directives:		
03.02.109	Employee Physical Examinations	5
04.01.301	Sexual Abuse and Harassment Prevention and Intervention Program	13
04.03.101	Offender Physical Examination	6
04.03.102	Dental Care for Offenders	8
04.03.103	Offender Health Care Services	6
04.03.104	Evaluations of Offenders with Gender Identity Disorders	5
04.03.105	Chronic Illnesses	4
04.03.108	Response to Medical Emergencies	5
04.03.110	Control of Medications and Medical Instruments	6
04.03.111	Control of Medications and Medical Instruments in Transition Centers	3
04.03.112	Offender Medical and Dental Services at Transition Centers	3
04.03.115	HIV Disease	7
04.03.116	Blood borne Pathogens	7
04.03.120	Offender Infirmary Services	4
04.03.121	Treatment Protocols	3
04.03.123	Offender Contact Lenses	2
04.03.125	Quality Improvement Program	10
04.03.135	Employee Use of Health Care Services	2
04.03.140	Training and Counseling on Communicable Diseases	3
Mental Health Administrative Directives:		
04.04.100	General Provisions	6
04.04.101*	Non-Emergency Services	3
04.04.102A-J*	Suicide Prevention and Intervention and Emergency Services	9
04.04.103A-J*	Use of Restraints for Mental Health Purposes	5
General Medical & Mental Health Directives:		
05.03.165	Offender Hunger Strike Management	1
05.07.101	Adult Process	5
05.12.103	Administration of Discipline for Offenders Identified as SMI	5
05.12.110*	Placements at a Closed Maximum Security Center	9
20/415	Health Care	13
04.01.114	Offender Grievances	7

* All Administrative Directives are subject to revision. Any revised Administrative Directives will be provided to the Vendor.

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Appendix 12

APPENDIX 12 – HIPAA COMPLIANCE OBLIGATIONS

1.0 DEFINITIONS:

- a. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR section 164.501.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
- c. “PHI” means Protected Health Information, which shall have the same meaning as the term “protected health information” in 45 CFR section 164.105, limited to the information created or received by Vendor from or on behalf of the State.
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164 subparts A and E.
- e. “Required by law” shall have the same meaning as the term “required by law” in 45 CFR section 164.103.

2.0 VENDOR PERMITTED USES AND DISCLOSURES:

- a. Except as otherwise limited by this Contract, the Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the State as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the State.
- b. Except as otherwise limited by this Contract, the Vendor may use PHI for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor.
- c. Except as otherwise limited by this Contract, the Vendor may disclose PHI for the proper management and administration of the Vendor, provided that the disclosures are permitted by law, or the Vendor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. The Vendor shall require the person to whom the PHI was disclosed to notify the Vendor of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

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APPENDIX 12 – HIPAA COMPLIANCE OBLIGATIONS

- d. Except as otherwise limited by this Contract, the Vendor may use PHI to provide data aggregation services to the State as permitted by 45 CFR section 164.504(e)(2)(i)(B).
- e. The Vendor may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR section 164.512(j) (1).

3.0 LIMITATIONS ON VENDOR USES AND DISCLOSURES: The Vendor shall:

- a. Not use or further disclose PHI other than as permitted or required by this Contract or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
- c. Mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of PHI by the Vendor in violation of the requirements of this Contract;
- d. Report to the State any use or disclosure of PHI not provided for by this Contract of which the Vendor becomes aware;
- e. Ensure that any agents, including a subcontractor, to whom the Vendor provides PHI received from the State or created or received by the Vendor on behalf of the State, agree to the same restrictions and conditions that apply through this Contract to the Vendor with respect to such information;
- f. Provide access to PHI in a Designated Record Set to the State or to another individual whom the State names, in order to meet the requirements of 45 CFR section 164.524, at the State's request, and in the time and manner specified by the State;
- g. Make available PHI in a Designated Record Set for amendment and to incorporate any amendments to PHI in a Designated Record Set that the State directs or that the Vendor agrees to pursuant to 45 CFR section 164.526 at the request of the State or an individual, and in a time and manner specified by the State;
- h. Make the Vendor's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the State or created or received by the Vendor on behalf of the State available to the State and to the Secretary of Health and Human Services for purposes of determining the State's compliance with the Privacy Rule;

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APPENDIX 12 – HIPAA COMPLIANCE OBLIGATIONS

- i. Document disclosures of PHI and information related to disclosures of PHI as would be required for the State to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
- j. Provide to the State or to an individual, in a time and manner specified by the State, information collected in accordance with the terms of this Contract to permit the State to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
- k. Return or destroy all PHI received from the State or created or received by the Vendor on behalf of the State that the Vendor still maintains in any form, and to retain no copies of such PHI, upon termination of this Contract for any reason. If such return or destruction is not feasible, the Vendor shall provide the State with notice of such purposes that make return or destruction infeasible, and upon the parties' written agreement that return or destruction is infeasible, Vendor shall extend the protections of the Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply equally to PHI that is in the possession of Vendor and to PHI that is in the possession of subcontractors or agents of the Vendor.

4.0 STATE OBLIGATIONS: The State shall:

- a. Provide the Vendor with the State's Notice of Privacy Practices and notify the Vendor of any changes to said Notice;
- b. Notify the Vendor of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Vendor's permitted or required uses and disclosures of PHI;
- c. Notify the Vendor of any restriction to the use or disclosure of PHI that the State had agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Vendor's use or disclosure of PHI;
- d. Not request that the Vendor use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the State.

5.0 INTERPRETATION:

- a. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the State to comply with the Privacy Rule.

ATTORNEY EYES ONLY

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Appendix 13

APPENDIX 13 – ELECTRONIC MEDICAL RECORDS INITIATIVE

1.0 Introduction

- a. IDOC is initiating a project to modernize its record keeping system by designing/adapting a state of the art EMR solution that supports efficient and efficacious delivery of applicable medical and mental health services to offenders at IDOC. IDOC is currently partnering with the University of Illinois to provide healthcare services through telemedicine to offenders with Hepatitis C and HIV/AIDS. The University of Illinois maintains these offender's health records through their Cerner brand EMR. Information exchange is also done with the Cook County Jail System's Cerner brand EMR. Therefore, the Vendor's proposed EMR solution system must have documented interoperability with Cerner brand systems.
- b. IDOC may request Vendor to demonstrate the EMR system plan submitted in its Technical Proposal during the evaluation process. IDOC reserves the right to implement the EMR initiative at any point during the term of the Contract. Upon termination or expiration of the Contract, all licenses, equipment, hardware, software and data related to the EMR system shall become the property of IDOC and the State without cost.
- c. IDOC intends to utilize an EMR system from this point forward. As offenders return to the system, previous medical records will be updated into the EMR. In the event that an offender has a chronic disease and historical information is required, historical records will be retrieved and updated as deemed necessary into the EMR.
- d. IDOC retains the option of terminating the use of the Vendor-owned EMR during the term of the Contract in the event that such EMR does not meet the functional requirements of IDOC at no further cost to the State.

2.0 Project Objectives

Design/adapt an EMR that consists of a HIPAA compliant clinical information system that enables physicians and other healthcare professionals to:

- a. Create, store, and retrieve patient medical records from multiple locations per nationally established privacy and security standards.
- b. Computerize the ordering of prescription drugs, laboratory tests, and radiological images. Functionality should include tracking the order process and accessing the results of the tests.

ATTORNEY EYES ONLY

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- c. Make electronic referrals to specialists and other care providers
- d. Provide the capabilities for IDOC/Vendor physicians and other healthcare professionals to:
 - Create patient centered epidemiological reports.
 - Integrate these reports with an offender's hard copy or softcopy information. Examples of Reports: Public Health Reports relating to Communicable Disease, MRSA, TB, or other Utilization Reports specific throughout this RFP.

3.0 Functional Requirements

- a. The EMR System must:
 - Comply with the Illinois Information Technology Accessibility Act (<http://www.state.il.us/iitaa>)
 - Meet U.S. Department of Health and Human Services ONC Health IT Certified Electronic Health Record Technology (CEHRT) requirements.
- For alternative solutions, such as external hosting, the Vendor shall clearly detail how this offering would work within IDOC, including cost models, account creation, application access, application customizations, security and privacy of data systems, maintenance and support, training and education of personnel, system enhancements, reports, performance metrics and any other pertinent information necessary for successful implementation and operation of the proposed EMR solution.

4.0 Additional Requirements

IDOC has recently updated its Offender Management System of Record to Offender 360 (O360). O360 supports IDOC's need for staff to document, record and report information that relates to offender care electronically. The technology architecture upon which O360 is designed supports communicating with other electronic systems. IDOC recognized that upgrading the technology will improve the way the system addresses the needs of the staff and the offender who are served, and offer opportunities to take advantage of new business processes.

Requirement	Description
Web Based System	System must be web based to provide access to users at any location where Internet is available; Describe hosting options.
User Capacity/Scalability	Describe the scalability of the system.
Scope must encompass delivery of Medical Services and Mental Health, Pharmacy and Fiscal Services	System must support medical services, mental health, pharmacy for correctional centers

ATTORNEY EYES ONLY

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Requirement	Description
Availability	System must be available to handle transactions 7 days per week, 24 hours per day, 365 days per year – with the exception of scheduled down time during off-hours for routine system back-ups and upgrades. Vendor to provide sample service level agreement
Real-time access	System must perform real-time data access to information about customers and services

5.0 Response

IDOC requests that each Offeror include the following information.

- a. A high-level description of the application(s) including the types of programs and applications that it supports its architectural and nonfunctional frameworks and the number and names of states or other entities using the application.
- b. This description should include brief overviews of all functional components and their capacities, its scalability to accommodate specified number of users, and the responsibility of these users.
- c. Descriptions of platforms and related applications which have been successfully interfaced with the defined product(s).
- d. A description of the ongoing support and maintenance which can be expected to be provided as a supplement to the product(s) offering.
- e. A realistic breakdown of the necessary skill sets to both use and support the product offering(s).
- f. Documentation of product capacities (e.g. number of users, number of transactions per second number of records, network load, etc.) and the baseline representative configurations assumed for these capacities (e.g. number or type of processors, server/workstation configuration and network capacity, etc.).

6.0 IMPLEMENTATION:

- a. Implementation shall be completed within 24 months at all Centers.
- b. Offeror shall provide an implementation plan which describes the EMR program that will be utilized, with implementation at IDOC's four Reception & Classification Centers first: Menard, Graham, Stateville and Logan.
- c. IDOC will consider a regionalized roll-out for implementation of EMR.
- d. Additional plans with other implementation options may also be submitted.

ATTORNEY EYES ONLY

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ATTORNEY EYES ONLY

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Appendix 13

- e. Offeror shall provide a compliance plan for maintaining HIPAA compliance rules and ONC Health IT Certified Electronic Health Record Technology (CEHRT) requirements as updates occur.

ATTORNEY EYES ONLY

RTP#5_ESI 0455660

ATTORNEY EYES ONLY

RTP#5_ESI 0455661

Appendix 14

APPENDIX 14 - PERFORMANCE GUARANTEE ADJUSTMENTS:

Performance Guarantee	Portion of Contingent Consideration Forfeited by the Vendor
Administrative	
Deliberate Indifference. The Vendor shall not engage in any act of deliberate indifference whereby the Vendor disregards a known or excessive risk to an offender's health, safety or violates an offender's civil rights, as determined by IDOC in good faith.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
Discrimination. The Vendor shall not discriminate against offenders on the basis of age, race, gender, gang affiliation, health status, health diagnosis, mental health diagnosis, or need for health care services.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
Misrepresentation. The Vendor shall not misrepresent or falsify any information furnished to IDOC.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
Applicable Standard of Care. The Vendor shall provide all Comprehensive Healthcare services using the applicable standard of care for such service.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
Medically Appropriate Setting	
Medically Appropriate Setting. The Vendor shall provide all Comprehensive Healthcare services in a medically appropriate setting.	An amount equal to 0.025% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
IDOC Administrative Directives (AD's)*	
Compliance with Administrative Directives. The Vendor shall fully comply with all IDOC Administrative Directives.	An amount equal to 0.005% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center where non-compliance occurs for each day of non-compliance.
Staffing	
Full Staffing. The Vendor shall fulfill at least 90% of the hours set forth for each discipline set forth on the Staffing Plans for each Center each month.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center(s) where non-compliance occurs.
Professional Staffing. The Vendor shall fulfill at least 85% of the hours for each professional discipline set forth on the Staffing Plans for each Center each month. Those positions are all of the following, including specialists: physicians, psychiatrists, dentists, psychologists, midlevel providers, RNs and LPNs.	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of the Center(s) where non-compliance occurs.
Specialty Clinics. The Vendor shall offer all specialty clinics required by the Staffing Plan for each Center	An amount equal to 0.1% of the "Total by Contract Year" amount set forth in Schedule 2 hereto in respect of each Center(s) where non-compliance occurs.

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Appendix 14

* Compliance includes compliance with any and all changes to the Administrative Directive during the course of the Contract.

ATTORNEY EYES ONLY

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